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this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

00660024

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

14

3229749

Name of company

* **PEVEREL FREEHOLDS NO.2 LIMITED** a company incorporated in England and Wales with
registered number 3229749 (**Chargor**)

Date of creation of the charge

11 November 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Supplemental legal charge (**Supplemental Legal Charge**)

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of the Chargor to the Finance Parties (including, without limitation under the Finance Documents) except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (**Secured Liabilities**)

Names and addresses of the mortgagees or persons entitled to the charge

BANK OF SCOTLAND PLC of 3-5 Albyn Place, Aberdeen (**Security Trustee**)

Postcode AB10 1PY

Presenter's name address and
reference (if any)

Addleshaw Goddard LLP
Alder Castle
10 Noble Street
London
EC2V 7JW

LAWLC/312162 295

Time critical reference

For official Use (02/08)
Mortgage Section

FRIDAY



LD3 14/11/2008 35
COMPANIES HOUSE

1 **FIXED CHARGE**

1 **Charge**

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 2.2 of the Supplemental Legal Charge as set out in paragraph 1.2 of this form 395, charged in favour of the Security Trustee by way of first legal mortgage its right, title and interest in and to the Legally Mortgaged Property

a) **Title Guarantee**

(a) Every disposition effected by this Supplemental Legal Charge was made with full title guarantee

See continuation sheet

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addleshaw Goddard LLP Date 14-11-2008

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Name of company

*insert full name
of Company

* PEVEREL FREEHOLDS NO 2 LIMITED a company incorporated in England and
Wales with registered number 3229749 (Chargor)

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

- (b) The other terms of this Supplemental Legal Charge do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants

1.2 Notification of Charge

The Chargor shall apply to the Chief Land Registrar for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry in its name and against which this Supplemental Legal Charge may be noted

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 15 September 2008 in favour of Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) referred to in the Charges Register "

2 CONFIRMATION

Any legal mortgage, fixed charge or floating charge created by the Debenture or any Supplemental Legal Charge (including in particular all fixed or floating security under Clauses 2 and 3 of the Debenture which arose on the Chargor becoming beneficially entitled to such assets) or any rights of the Security Trustee therein shall continue in force and shall not merge in any security created by this Supplemental Legal Charge or be released, extinguished or affected in any way by this Supplemental Legal Charge

3 RESTRICTIONS ON DEALINGS

The Chargor shall not, save as otherwise permitted by the Facility Agreement

- (a) create or permit to subsist any Security of whatsoever nature on any Security Asset other than as created

Name of company

*insert full name
of Company

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by a Permitted Security or by operation of law or by the Debenture, and

(b) sell, transfer, grant, lease or otherwise dispose of any Security Asset

4 FURTHER ASSURANCES

The Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) or a Receiver may require for

(a) perfecting or protecting the security intended to be created by the Debenture over any Security Asset (including without limitation, the execution of any supplemental legal charge), and

(b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) may think expedient

Schedule

Legally Mortgaged Property

Please see the attached appendix to this form 395

Definitions

Additional Borrower means a company which becomes an Additional Borrower in accordance with clause 26 2 (Additional Borrowers) of the Facility Agreement

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with clause 26 3 (Additional Guarantors) of the Facility Agreement

Additional Parent means a company which becomes an Additional Parent in accordance with clause 25 9 (Changes to the Obligors) of the Facility Agreement

Agent means Bank of Scotland plc

Alternative Company means a Borrower which becomes an Alternative Company in accordance with clause 26 5 (Alternative Companies) of the Facility Agreement

Arranger means Bank of Scotland plc

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 26 6 (Resignation and release of security on disposal) of the Facility Agreement

Name of company

*insert full name
of Company

* PEVEREL FREEHOLDS NO 2 LIMITED a company incorporated in England and Wales with registered number 3229749 (Chargor)

Company means the Original Company and any Alternative Company

Debenture means the deed of debenture dated 15 September 2008 between the Chargor and the other companies defined therein as Chargors and the Security Trustee as security trustee

Facility has the meaning given to it in the Facility Agreement

Facility Agreement means a facility agreement dated 30 November 2007 and entered into between, inter alios, Fairhold Homes Investment (No 13) Limited as company, the companies listed in part 1 of schedule 1 to such facility agreement as original borrowers, the companies listed in part 2 of such schedule 1 as original guarantors, the financial institution listed in part 3 of such schedule as original lender and Bank of Scotland plc as security trustee, arranger, agent and original hedge counterparty and as acceded to and amended from time to time

Facility Obligor means the Company, each Borrower and each Guarantor

Finance Documents has the meaning given to it in the Facility Agreement

Finance Party means any of the Agent, the Arranger, the Security Trustee, each Lender and each Hedge Counterparty

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 25.9 (Changes to the Obligors) of the Facility Agreement

Hedge Counterparty has the meaning given to it in the Facility Agreement and includes Bank of Scotland plc

Interest Shortfall Guarantee means the limited guarantee entered into between RPG and the Security Trustee

Legally Mortgaged Property means each freehold/leasehold or heritable property (including the Premises) specified in the schedule to the Supplemental Legal Charge as set out in the schedule to this form 395

Obligor means

(a) each Facility Obligor,

(b) the Parent,

(c) RPG (but only whilst RPG has outstanding obligations under the Interest Shortfall Guarantee, and

any other person guaranteeing or giving security for any of the Borrower's indebtedness under the Finance Documents

Original Borrower means the companies listed in part 1 (The Original Borrowers) of schedule 1 of the Facility Agreement as borrowers (each an **Original Borrower** and together the **Original Borrowers**)

Original Company means Fairhold Homes Investment (No 13) Limited (registered in England with number 6151506)

Original Guarantor means the companies listed in part 2 (The Original Guarantors) of schedule 1 of the Facility Agreement as guarantors (together with the Borrowers and Company each an **Original Guarantor** and together the

Name of company

*insert full name
of Company* PEVEREL FREEHOLDS NO 2 LIMITED a company incorporated in England and
Wales with registered number 3229749 (Chargor)**Original Guarantors)****Original Parent** means Chalentina Limited (registered in the British Virgin Islands with registration number 1383413)**Parent** means the Original Parent or an Additional Parent unless it has ceased to be a Parent in accordance with clause 25.9 (Changes to the Obligors) of the Facility Agreement**Permitted Security means**

- (a) any Security permitted in writing by the Security Trustee
- (b) any Security permitted or created by the Security Documents and
- (c) any lien or right of set-off arising (in either case) by operation of law (or by agreement to the same effect) in the ordinary course of an Obligor's business and not as a result of any default or omission on the part of any Obligor

Premises means any building or other edifice from time to time on any Property**Property** means each freehold and/or leasehold property and/or rentcharges specified in a Property Schedule together in each case with the Premises thereof (and includes, as the context requires, any part thereof) (and **Properties** shall be construed accordingly) but excluding those Properties which are from time to time released from the Security Documents in accordance with the provisions hereof**Property Schedules** means each schedule of Properties delivered to the Agent prior to a Utilisation**Receiver** means a receiver and manager or (if the Security Trustee so specifies in the relevant appointment) a receiver (including, without limitation, an administrative receiver or an administrator), in either case, appointed under this Deed or pursuant to any statute**RPG** means Rotch Property Group Limited a company incorporated in England and Wales with registered number 1505228**Security** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect**Security Assets** means the Properties and any other assets of any Facility Obligor subject to the Security in the Security Documents**Security Documents** has the meaning given to it in the Facility Agreement and includes the Debenture and the Supplemental Legal Charge**Utilisation** means a utilisation of the Facility

APPENDIX

Reverse The Switch House

Peveral The Switch House COT (2).xls

A		B		C		D		E		F		G		H		I		J		K		L		M		N		O		P	
1	Plot No	Parking Space	Development	Flat No	Road	Town	County	Postcode	Title No	Tenure	Commit Date	Term	Initial Rent	Review Dates	Review Amount															Insurance	
2	3	1	Switch House	1	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
4	4	2	Switch House	2	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
5	5	4	Switch House	4	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
6	6	5	Switch House	5	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
7	7	6	Switch House	6	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
8	8	7	Switch House	7	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
9	9	8	Switch House	8	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
10	10	11	Switch House	11	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
11	11	12	Switch House	12	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
12	12	13	Switch House	13	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
13	13	14	Switch House	14	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
14	14	15	Switch House	15	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
15	15	17	Switch House	17	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
16	16	18	Switch House	18	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
17	17	19	Switch House	19	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
18	18	20	Switch House	20	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
19	19	21	Switch House	21	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
20	20	22	Switch House	22	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
21	21	24	Switch House	24	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
22	22	25	Switch House	25	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
23	23	26	Switch House	26	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
24	24	27	Switch House	27	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
25	25	28	Switch House	28	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
26	26	29	Switch House	29	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
27	27	30	Switch House	30	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
28	28	32	Switch House	32	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
29	29	33	Switch House	33	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
30	30	34	Switch House	34	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
31	31	35	Switch House	35	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
32	32	36	Switch House	36	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
33	33	37	Switch House	37	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
34	34	38	Switch House	38	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
35	35	39	Switch House	39	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
36	36	40	Switch House	40	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
37	37	41	Switch House	41	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
38	38	42	Switch House	42	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
39	39	43	Switch House	43	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
40	40	44	Switch House	44	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
41	41	45	Switch House	45	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
42	42	46	Switch House	46	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
43	43	47	Switch House	47	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
44	44	48	Switch House	48	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
45	45	49	Switch House	49	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
46	46	50	Switch House	50	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
47	47	51	Switch House	51	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
48	48	52	Switch House	52	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
49	49	53	Switch House	53	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
50	50	54	Switch House	54	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
51	51	55	Switch House	55	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
52	52	56	Switch House	56	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
53	53	57	Switch House	57	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	
54	54	58	Switch House	58	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
55	55	59	Switch House	59	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E300.00	Every 21 years	Open Market Value determined by L	MC															MC	
56	56	60	Switch House	60	Backwell Way	London	E14	EGL527743	FH	01 01 2003	155 years	E250.00	Every 21 years	Open Market Value determined by L	MC															MC	

Pevensey The Switch House COT (2) xls

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
54	58	Switch House	58 Blackwell Way	London	London	E14	EGLS27743	EGLS27743	FM	01 01 2003	155 years	£300.00	Every 21 years	Open Market Value determined by L	MC
55	59	Switch House	59 Blackwell Way	London	London	E14	EGLS27743	EGLS27743	FM	01 01 2003	155 years	£300.00	Every 21 years	Open Market Value determined by L	MC
56	60	Switch House	60 Blackwell Way	London	London	E14	EGLS27743	EGLS27743	FM	01 01 2003	155 years	£300.00	Every 21 years	Open Market Value determined by L	MC
57	194	Switch House	194 Blackwell Way	London	London	E14	EGLS27743	EGLS27743	FM	01 01 2003	155 years	£300.00	Every 21 years	Open Market Value determined by L	MC
58	200	Switch House	200 Blackwell Way	London	London	E14	EGLS27743	EGLS27743	FM	01 01 2003	155 years	£300.00	Every 21 years	Open Market Value determined by L	MC
59	201	Switch House	201 Blackwell Way	London	London	E14	EGLS27743	EGLS27743	FM	01 01 2003	155 years	£300.00	Every 21 years	Open Market Value determined by L	MC
60	207	Switch House	207 Blackwell Way	London	London	E14	EGLS27743	EGLS27743	FM	01 01 2003	155 years	£300.00	Every 21 years	Open Market Value determined by L	MC
61	214	Switch House	214 Blackwell Way	London	London	E14	EGLS27743	EGLS27743	FM	01 01 2003	155 years	£300.00	Every 21 years	Open Market Value determined by L	MC
62	359	Switch House	359 Blackwell Way	London	London	E14	EGLS27743	EGLS27743	FM	01 01 2003	999 years	£17 320.00	Every 21 years	Open Market Value determined by L	MC
63															
64															
65															

Reverel Fairland Court

Plot No.	Parking Space	Development	Property Type	Address 1	Address 2	Address 3	Town	County	Postcode	Title No	Tenure	Commitment Date	Term	Initial Rent	Review Dates	Review Amount L's	Insurance	
n/a	communal	Fairland Court	Flat	1 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	13/10/2005	125	515	13/10/2030	2055, 2080, 2105	£772, £1158, £1737, £2605	MC
n/a	communal	Fairland Court	Flat	2 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	19/07/2008	125	410	19/07/2031	2056, 2081, 2106	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	3 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	28/06/2006	125	410	28/06/2031	2056, 2081, 2106	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	4 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	10/03/2008	125	515	10/03/2031	2056, 2081, 2106	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	5 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	31/08/2006	125	515	31/08/2031	2056, 2081, 2106	£772, £1158, £1737, £2605	MC
n/a	communal	Fairland Court	Flat	6 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	09/12/2005	125	515	09/12/2030	2055, 2080, 2105	£772, £1158, £1737, £2605	MC
n/a	communal	Fairland Court	Flat	7 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	09/12/2007	125	410	09/12/2032	2057, 2082, 2107	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	8 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	02/08/2006	125	410	02/08/2031	2056, 2081, 2106	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	9 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	26/05/2006	125	515	26/05/2031	2056, 2081, 2106	£772, £1158, £1737, £2605	MC
n/a	communal	Fairland Court	Flat	10 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	31/10/2005	125	410	31/10/2030	2055, 2080, 2105	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	11 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	14/10/2005	125	515	14/10/2030	2055, 2080, 2105	£772, £1158, £1737, £2605	MC
n/a	communal	Fairland Court	Flat	12 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	27/04/2006	125	515	27/04/2031	2056, 2081, 2106	£772, £1158, £1737, £2605	MC
n/a	communal	Fairland Court	Flat	13 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	06/04/2006	125	410	06/04/2031	2056, 2081, 2106	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	14 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	03/01/2006	125	410	03/01/2031	2056, 2081, 2106	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	15 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	25/08/2005	125	410	25/08/2030	2055, 2080, 2105	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	16 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	25/08/2005	125	410	25/08/2030	2055, 2080, 2105	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	17 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	24/08/2005	125	515	24/08/2030	2055, 2080, 2105	£772, £1158, £1737, £2605	MC
n/a	communal	Fairland Court	Flat	18 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	14/07/2008	125	515	14/07/2031	2056, 2081, 2106	£772, £1158, £1737, £2605	MC
n/a	communal	Fairland Court	Flat	19 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	15/05/2006	125	515	15/05/2031	2056, 2081, 2106	£772, £1158, £1737, £2605	MC
n/a	communal	Fairland Court	Flat	20 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	25/08/2005	125	515	25/08/2030	2055, 2080, 2105	£772, £1158, £1737, £2605	MC
n/a	communal	Fairland Court	Flat	21 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	03/02/2006	125	410	03/02/2031	2056, 2081, 2106	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	22 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	27/01/2006	125	410	27/01/2031	2056, 2081, 2106	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	23 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	25/08/2005	125	410	25/08/2030	2055, 2080, 2105	£605, £907, £1360, £2040	MC
n/a	communal	Fairland Court	Flat	24 Fairland Court	Wymondham	South Norfolk	South Norfolk	Norfolk	NR18 0JS	NK275083	Freehold	17/03/2006	125	410	17/03/2031	2056, 2081, 2106	£605, £907, £1360, £2040	MC

Paverel Fenway Park

Plot No	Parking Space	Development	Property Type	Address 1	Address 2	Address 3	Town	County	Postcode	Title No	Lease	Commencement Date	Term	Initial Rent	Review Dates	Review Amount £'s	Insurance
66	Included	Fenway Park 2	Flat	55 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC
67	Included	Fenway Park 2	Flat	57 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC
68	Included	Fenway Park 2	Flat	59 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC
69	Included	Fenway Park 2	Flat	61 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC
70	Included	Fenway Park 2	Flat	63 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC
71	Included	Fenway Park 2	Flat	65 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC
72	Included	Fenway Park 2	Flat	67 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC
73	Included	Fenway Park 2	Flat	69 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC
74	Included	Fenway Park 2	Flat	71 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC
75	Included	Fenway Park 2	Flat	73 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC
76	Included	Fenway Park 2	Flat	75 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC
77	Included	Fenway Park 2	Flat	77 Barley Leaze	Allington	Chippenhams	Wiltshire	SN14 6GW	WT262586	Freehold	125	01/01/2006	125	150	Every 25 years	RPI	MC

Reverel Maple Grange

Plot No	Paving Space	Development	Property Type	Address 1	Address 2	Address 3	Town	County	Postcode	Title No	Tenure	Consent Date	Term	Initial Rent	Review Dates	Review Amount £3	Insurance
1	communal	Maple Grange Flat	1	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	250	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
2	communal	Maple Grange Flat	2	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
3	communal	Maple Grange Flat	3	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
4	communal	Maple Grange Flat	4	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	250	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
5	communal	Maple Grange Flat	5	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
6	communal	Maple Grange Flat	6	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	250	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
7	communal	Maple Grange Flat	7	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	250	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
8	communal	Maple Grange Flat	8	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
9	communal	Maple Grange Flat	9	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
10	communal	Maple Grange Flat	10	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	250	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
11	communal	Maple Grange Flat	11	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
12	communal	Maple Grange Flat	12	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
13	communal	Maple Grange Flat	13	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
14	communal	Maple Grange Flat	14	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
15	communal	Maple Grange Flat	15	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
16	communal	Maple Grange Flat	16	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
17	communal	Maple Grange Flat	17	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
18	communal	Maple Grange Flat	18	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
19	communal	Maple Grange Flat	19	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	250	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
20	communal	Maple Grange Flat	20	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	250	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
21	communal	Maple Grange Flat	21	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
22	communal	Maple Grange Flat	22	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L
23	communal	Maple Grange Flat	23	Maple Grange	Henleaze Road	Henleaze Road	Bristol	City of Bristol	BS9 4NQ	BL3005	Freehold	01/04/2006	125	200	01/04/2027, 2048, 2069, 2090, 2111	RPI calculation	L



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 3229749
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 11 NOVEMBER 2008 AND CREATED BY PEVEREL
FREEHOLDS NO.2 LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO BANK OF
SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 14 NOVEMBER 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 NOVEMBER
2008**



Companies House
— for the record —

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**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**