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

*insert full name
of Company

COMPANIES FORM No. 395

00400024

Particulars of a mortgage or charge

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

[6] [] [] []

03229749

Name of company

* Peverel Freeholds No.2 Limited a company incorporated in England and Wales with number 3229749 whose registered address is at Queensway House, 11 Queensway, New Milton, Hampshire, BH25 5NR (Chargor)

Date of creation of the charge

1 April 2009

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

A supplemental legal charge dated 1 April 2009 between the Chargor and the Security Trustee (as defined below) (Deed)

Amount secured by the mortgage or charge

All obligations and liabilities on or after the date of the Deed, 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, 3-5 Albyn Place, Aberdeen acting as agent and trustee for itself and on behalf of each of the Beneficiaries (Security Trustee)

Postcode AB10 IPY

Presenter's name address and
reference (if any):

Addleshaw Goddard LLP
Box 500, Companies House, 21
Bloomsbury Street, London,
WC1B 3XD

CANNA/312162-318

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



L7GUP911

LD4

15/04/2009

57

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 **FIXED CHARGE**

1.1 **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 Deed (as shown in clause 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.

1.2 **Title Guarantee**

- (a) Every disposition effected by the Deed is made with full title guarantee.
- (b) The other terms of the Deed 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.

(continued on 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

Adrian Gaddell LLP

Date 8 April 2009

On behalf of ~~XXXXXX~~ [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

- 1 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 and the charge was created 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 and the charge was created 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 situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 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:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) 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.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 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**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

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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)

2 Security

The Deed creates the various forms of security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor, or otherwise.

3 Debenture

The Debenture shall remain in full force and effect save as supplemented and amended by the Deed.

4 Definitions

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with clause 25.9 (Changes to the Obligors) of the Facility Agreement

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with clause 25.9 (Changes to the Obligors) of the Facility Agreement

"Additional Obligor" means an Additional Borrower or an Additional Guarantor or an Additional Parent

"Additional Parent" means a company which becomes an Additional Parent in accordance with clause 25.9 (Changes to the Obligors) of the Facility Agreement

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"Agent" means Bank of Scotland plc as agent of the Finance Parties

"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 25.9 (Changes to the Obligors) of the Facility Agreement

"Company" has the meaning given to that term in the Facility Agreement

"Debenture" means each deed of debenture dated on or about the date hereof (or in relation to any Additional Obligor, on or about the date on which such person became an Additional Obligor) executed by a Facility Obligor in favour of the Security Trustee (as agent and trustee for itself and the other Finance Parties) together with any further deeds of debenture entered into from time to time by a Facility Obligor

"Facility Agreement" means the to 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 borrower 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 ascribed 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 ascribed to it in the Facility Agreement.

"Legally Mortgaged Property" means each freehold/leasehold or heritable property (including the Premises) specified in the Schedule to the Deed (referred to as Schedule 1 to this Form 395).

"Lender" means:

- (a) any Original Lender and
- (b) any bank, financial institution, trust, fund or other entity which has become a

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Party in accordance with clause 25 of the Facility Agreement (Changes to the Lenders)

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

"Original Borrower" has the meaning given to that term in Schedule 1 of the Facility Agreement

"Original Guarantor" has the meaning given to that term in Schedule 1 of the Facility Agreement

"Original Lender" has the meaning ascribed to it in the Facility Agreement.

"Party" means a party to the Facility Agreement

"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 to the Facility Agreement 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

"Security Documents" has the meaning given to that term in the Facility Agreement

"Utilisation" means a utilisation of the Facility Agreement

The Schedule**Legally Mortgaged Property**

Address	Title Number
Area 6 Locking Castle, Moor Lane, Weston-super-Mare	ST259845



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3229749
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 1 APRIL 2009 AND CREATED BY PEVEREL FREEHOLDS
NO.2 LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE FINANCE
PARTIES 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
15 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 APRIL 2009

dc



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES