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legibly, preferably
in black type or
bold block
lettering

* Insert full name
of company

COMPANIES FORM No. 395

00400071

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

A fee of £10 is payable to Companies House in respect of
each register entry for a mortgage or charge

ACCOUNT

28 JAN 2005

RECEIVED

For official use

Company number

4790588

To the Registrar of Companies

(Address overleaf - Note 6)

Name of company

* Craegmoor Homes Limited (the *Company*)

Date of creation of the charge

21 January 2005

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

Supplemental Legal Mortgage (the *Supplemental Legal Mortgage*) dated 21 January 2005 between the
Company and Barclays Bank PLC (the *Bank*)

Amount secured by the mortgage or charge

For a description of the amount secured by the Supplemental Legal Mortgage please see Continuation Sheet
Number 1 attached to this Form 395.

All capitalised terms used in this Form 395 shall have the meaning given to them in Continuation Sheet
Number 3 unless defined elsewhere in this Form 395.

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

Barclays Bank PLC
54 Lombard Street
London

Postcode EC3V 9EX

Presentor's name, address and
reference (if any):

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND EC4Y 1HS
DX 23 LONDON/CHANCERY LANE

For official use
Mortgage sectionL11
COMPANIES HOUSE0611
28/01/05Time critical reference
DGW/CM 007450/0330

Com 395-1/2

Short particulars of all the property mortgaged or charged

For short particulars of all the property charged please see Continuation Sheet Number 2 attached to this Form 395.

Please do not write in this margin

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Franfield's Brickworks Design*

Date 28.1.05

On behalf of ~~company~~ [mortgagee/chargee]*

*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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ.

CONTINUATION SHEET NUMBER 1

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 each Obligor to the Bank under the Development Facility Agreement together with all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement (in the case of protection or preservation, to the extent such costs, charges and expenses are reasonable) of its rights under the Development Facility Agreement or any other document evidencing or securing any such liabilities (the *Secured Liabilities*).

CONTINUATION SHEET NUMBER 2

SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

The Company charges by way of first legal mortgage in favour of the Bank with full title guarantee the Property together with all buildings and fixtures (including trade fixtures) at any time thereon.

CONTINUATION SHEET NUMBER 3

DEFINITIONS

Accession Agreement means a Guarantor Accession Agreement;

Borrower means the Parent and the Company;

Development Facility Agreement means the £15,000,000 term loan facility agreement dated 16 October 2003 between the Company, the Parent and the Bank, together with each Guarantor Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it;

Guarantor means the Parent, the Company or any other companies which become Guarantors by a guarantor accession deed;

Guarantor Accession Agreement means an agreement substantially in the form of schedule 3 of the Development Facility Agreement made pursuant to Clause 12 (*Additional Guarantors*) of the Development Facility Agreement;

Obligor means each Borrower and each Guarantor;

Parent means Craegmoor Group Limited (No.2825572);

Property means the freehold premises brief details of which are set out in Continuation Sheet Number 4 of this document;

Substitution Certificate means a certificate in the form of Schedule D (*Substitution Certificate*) of the Warehouse Facility Agreement; and

Warehouse Facility Agreement means the £60,000,000 term loan facility agreement dated 16 October 2003 between the Company, the Parent and the Bank, together with each Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it.

CONTINUATION SHEET NUMBER 4

DETAILS OF REGISTERED LAND

Title No.	Address of Property	Tenure
DY95017	Oaklands, 87 Burton Road, Derby DE1 1TJ	Freehold
HW149434	Stable Cottage and Tithe Barn, Upper Moraston, Herefordshire HR9 6QJ	Freehold
WYK751809	Kinsley Health Centre, Farmfield Drive, Fitzwilliam, Pontefract WF9 4AE	Freehold
EX325608 and EX325609	Suttons Manor, London Road, Stapleford Tawney, Essex RM4 1SP	Freehold

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04790588

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL MORTGAGE DATED THE 21st JANUARY 2005 AND CREATED BY CRAEGMOOR HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO BARCLAYS BANK PLC 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 28th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd FEBRUARY 2005.

Handwritten signature/initials



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES