COMPANIES FORM NO 395

M

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

Please do not write in this margin

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

To the Registrar of Companies

For Official Use | Company Number

5 | 06364434

Name of company

*Insert full name of company

Esquire Pearl Realty (Danbury) Limited ("**Assignor**")

Date of creation of the charge

13 December 2007

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

Assignment of Building Contract ("**Assignment**")

Amount secured by the mortgage or charge

All or any money and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Assignor pursuant to the Facility Letters, whether actually or contingently, solely or jointly and whether as principal or surety and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of the Facility Letters and any documents entered into by the Assignor in connection with the Facility Letters or for the keeping of the Assignor's account, and so that interest shall be computed and compounded according to the usual rates of practice of BoS as well after as before any demand made or decree obtained under the Assignment (the **"Secured Liabilities"**)

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

Bank of Scotland PLC ("**BoS**") (Corporate Division) whose registered office is at The Mound, Edinburgh, EH1 1YZ and whose address for correspondence is Birmingham Corporate Centre, 55 Temple Row, Birmingham, B2 5LS

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

Cobbetts LLP
One Colmore Square
Birmingham
B4 6AJ

Ref BA560 65

For Official Use
Mortgage section

Post Room

WEDNESDAY

ABQJ4VMF

A22 19/12/2007 46

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

The Assignor with full title guarantee ASSIGNS AND AGREES TO ASSIGN (by way of security only) to BoS all its right, title and interest under the Contract, (including (but without prejudice to the generality of the foregoing) all moneys from time to time payable thereunder by the Contractor to the Assignor and all claims for damages in respect of any breach by the Contractor of the Contract), together with all its right, title and interest in and to all and any proceeds of any insurances from time to time maintained pursuant to the Contract or the Assignment

/continued

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Clifford Chance LLP Date 18 December 2007

On behalf of **BoS**

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, e g "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

PARTICULARS OF MORTGAGE OR CHARGES

Name of Company Esquire Pearl Realty (Danbury) Limited

Number of Company 06364434

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in an Assignment in favour of BoS dated 13 December 2007

Definitions

"**Acquisition Finance Facility Letter**" the facility letter dated 13 December 2007 from BoS to the Assignor in relation to the granting of term loan facilities,

"**Contract**" the Amended JCT 1998 Building Contract with Contractors' Design Incorporating Amendments 1-2 Edition and amendment TC/94WCD as modified by Article 8 (Sectional Completion) between the Assignor and the Contractor, dated 29 November 2007 relating to the Development,

"**Contractor**" J R Pickstock Limited of Unit 2 Mile Oak Industrial Estate, Maesbury Road, Oswestry, Shropshire, SY10 8GA,

"**Development**" the Phase 2 development of the Property being two extra care blocks in accordance with the planning permission,

"**Facility Letters**" the Acquisition Finance Facility Letter and the Property Development and Investment Facility Letter,

"**Property**" means the land and buildings at East Hanningfield Road, Sandon,

"**Property Development and Investment Facility Letter**" the facility letter dated 13 December 2007 from BoS to the Assignor in relation to the granting of an overdraft and term loan facilities

Notes

The Assignor covenants with BoS that

1 subject to the terms of the Facility Letters it will not, except with the prior written consent of BoS (such consent not to be unreasonably withheld)

1 1 agree to any material variation of the Contract or release the Contractor from any of its obligations under the Contract or waive any breach by the Contractor of any of its obligations under the Contract or consent to any such act or omission of the Contractor as would otherwise constitute such a breach, or

1 2 consent to any proposed assignment of the Contract (other than under the current Assignment)

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06364434

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF BUILDING CONTRACT DATED THE 13th DECEMBER 2007 AND CREATED BY ESQUIRE PEARL REALTY (DANBURY) 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 19th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th DECEMBER 2007

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
for the record

HC026B