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write in
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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

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

3111

06570726

Name of company

* Theowal Limited registered in England & Wales (Chargor)

Date of creation of the charge

8 December 2008

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

A Supplemental Legal Charge between the Chargor and the Security Trustee
(Deed) relating to a Deed of Debenture dated 8 December 2008 between the
Chargor and the Security Trustee (Debenture)

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 of 3-5 Albyn Place, Aberdeen acting as agent and
trustee for itself and on behalf of each of the beneficiaries

Postcode AB10 1PY

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

Addleshaw Goddard LLP
Box 500
Companies House
21 Bloomsbury Street
London

WC1B 3XD

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



LD3ZO5SL

LD6

19/12/2008

262

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 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.

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

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

Signed Addenhaw Goddard LLP

Date 19 December 2008

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 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

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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)

In this form the following terms shall have the following meanings:

Accession Letter means a document substantially in the form set out in schedule 6 (Form of Accession Letter) to the Facility Agreement.

Additional Borrower means a company which becomes an Additional Borrower in accordance with clause 26.2 (Additional Borrowers) of the Facility Agreement.

Agent means Bank of Scotland plc.

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.

Company 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, the Chargor and Bank of Scotland plc as Security Trustee, Arranger, Agent and Original Hedge Counterparty and as acceded to, amended and restated from time to time.

Fee Letter has the meaning given to it in the Facility Agreement.

Finance Documents means the Facility Agreement, any Accession Letter, each Hedging Agreement, any Resignation Letter, each Fee Letter, any Subordination Deed, each Security Document, each Utilisation Request and any other document designated as such by the Agent and the Company.

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

Hedge Counterparty has the meaning given to it in the Facility Agreement.

Hedging Agreement has the meaning given to it in the Facility Agreement.

Lender means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the Facility Agreement

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

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Obligor has the meaning given to it in the Facility Agreement.

Original Borrower means the companies listed in part 1 of schedule 1 to the Facility Agreement.

Original Hedge Counterparty means Bank of Scotland plc.

Original Lender means Bank of Scotland plc.

Original Obligor means an Original Borrower or an Original Guarantor.

Party means a party to the Facility Agreement.

Resignation Letter means a letter substantially in the form set out in schedule 7 of the Facility Agreement.

Security Documents has the meaning given to it in the Facility Agreement.

Security Trustee means Bank of Scotland plc.

Subordination Deed means any agreement or deed pursuant to which the claims of any person making a loan to an Obligor are subordinated to the claims of the Finance Parties against such Obligor in a manner satisfactory to the Security Trustee.

Utilisation Request means a notice substantially in the form set out in schedule 3 (Utilisation Request) to the Facility Agreement.

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)

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.

1.3 Tacking and further advances

The Lenders are, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Borrowers, and this security has been made for securing such further advances. The Security Trustee and the Chargor by the Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to all present and future registered property of the Chargor (and any unregistered

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properties subject to compulsory first registration at the date of the Deed).

1.4 Debenture

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

1.5 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 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 the Deed or be released, extinguished or affected in any way by the Deed.

1.6 Restrictions on dealing

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 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.

1.7 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.

In this form the following terms shall have the following meanings:

Facility Obligor has the meaning given 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 (as attached in the schedule to this form 395).

Name of company

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Permitted Security means:

- (a) any Security permitted in writing by the Security Trustee;
- (b) any Security permitted or created by the Security Documents; and

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.

Properties means the freehold and/or leasehold properties 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 of the Facility Agreement.

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 the Debenture Deed or pursuant to any statute.

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.

Utilisation has the meaning given to it in the Facility Agreement.

The Schedule
Legally Mortgaged Property

Canine
Stoneclough

FIRSTLY ALL that property being the freehold of flats at Brathey Place and Douglas Chase in Radcliffe Manchester more particularly known as Ringley Park (also known as part of Stoneclough Mill) and registered under title number MAN125778 and MAN126285

SECONDLY ALL that property being the freehold of houses at Irwell Place and Weaver Chase in Kearsley Bolton more particularly known as Ringley Lock (also known as part of Stoneclough Mill) and registered under title number MAN125778

THIRDLY ALL that property being the freehold of flats at Churchbeck Chase in Radcliffe Manchester more particularly known as Ringley Lock (also known as part of Stoneclough Mill) and registered under title number MAN125778

AND FOURTHLY ALL that property being the freehold of houses at Weaver Chase in Radcliffe Manchester more particularly known as Ringley Lock (also known as part of Stoneclough Mill) and registered under title number MAN125778

Cantrilyside
Lowton

ALL that property being the freehold of houses at Lowerfield Gardens, Chapel House
Mews and Golbourne Road in Lowton, Manchester more particularly known as
Byrom Place Lowton (also known as Lowton) and registered under title number
GM823823

Twiggden + lowes
Spinney

ALL that property being the freehold of flats and garages at Christie Drive in Hinchingsbrooke, Cambridgeshire more particularly known as The Spinney in Huntingdon and registered under title number CB336298

ALL that property being the freehold of flats at Stone Court in Crawley, West Sussex more particularly known as Blocks F and G Stone Court in Crawley and registered under title number WSX322453

ALL that property being the freehold of flats the electricity sub station at Eridge Road in Tunbridge Wells, Kent more particularly known as Court Royal Tunbridge Wells and registered under title number K543319

Sallane Building
Tensquared

ALL that property being the freehold of flats at Hogg Lane in Garys, Essex more particularly known as Albany Heights Grays (also known as Tensquared Hogg Lane) and registered under title number EX746591

ALL that property being the freehold of flats at Sandpiper Way in Leighton Buzzard, Bedfordshire more particularly known as Pages Priory Phase 2 and registered under title number BD250259

ALL that property being the freehold of flats at Dudley Place in Stanwell, Surrey
more particularly known as Dudley Place (also known as Northpoint) and registered
under title number SY753885

Kings Oak
Caversham

ALL that property being the freehold of flats at Richfield Avenue in Reading,
Berkshire more particularly known as Caversham Place and registered under title
number BK144207

Listed 914-1 St
Lawrence

ALL that property being the freehold of flats at Chapeltown in Leeds, Yorkshire more particularly known as St Lawrence View and registered under title number WYK592387

ALL that property being the freehold of flats and houses at Clifford Way in Maidstone Kent more particularly known as Riverside Plaza and registered under title number K943424

FIRSTLY ALL that property being the freehold of flats at Holly Court, Periwinkle Court and Water Lily Court in Swindon, Wiltshire more particularly known as flats at 23 Pasteur Drive, 15 Pasteur Drive and 2 Tuke Walk Swindon at Angel Ridge Phase 1 (also known as part of Angel Ridge Phase + 4) and registered under title number WT237425

SECONDLY ALL that property being the freehold of flats at Torun Way and Estella Close in Swindon, Wiltshire more particularly known as flats at Haydon End Swindon at Nightingales (also known as part of Angel Ridge Phase + 4) and registered under title number WT231681

THIRDLY ALL that property being the freehold of flats and flats over garages at Egdon Close and Torun Way in Swindon, Wiltshire more particularly known as flats in Haydon End Swindon at Nightingales Phase 2 (also known as part of Angel Ridge Phase + 4) and registered under title number WT231681

FOURTHLY ALL that property being the freehold of flats at The Hornbeams, The Blackthorns and The Limes in Fareham, Hampshire more particularly known as flats in Chalford Grange Fareham at The Pines Phase 2 (also known as part of Angel Ridge Phase + 4) and registered under title number HP650578

AND FIFTHLY ALL that property being the freehold of flats and garages at Shelley Court in Horsham, West Sussex more particularly known as flats in Bridges Place Denne Parade Horsham at Bridges Place Block A and B (also known as part of Angel Ridge Phase + 4) and registered under title number WSX274955

DWFL Sovereign
Court

ALL that property being the freehold of flats at Victoria Street in Loughborough ,
Leicestershire more particularly known as Sovereign Court and registered under title
number LT325628

FIRSTLY ALL that property being the freehold of flats and a garage at Sandmoor Avenue in Leeds, Yorkshire more particularly known as Woodmoor Court (also known as part of Millbeck Park + 2) and registered under title number WYK311257

AND SECONDLY ALL that property being the freehold of flats at Poplar Court in York, North Yorkshire more particularly known as Seldon Mews (also known as part of Millbeck Park + 2) and registered under title numbers NYK26589, NYK133243 and NYK46677

ALL that property being the freehold of flats at Barrington Drive, Ilseley Road and Penton Way, in Basingstoke, Hampshire more particularly known as Popley Fields Basingstoke (also known as Mamel Park) and registered under title number HP705115

ALL that property being the freehold of flats at Broom Mills Road and Jesmond Square, Farsley, West Yorkshire more particularly known as Broom Mills Leeds Basingstoke (also known as Marnel Park) and registered under title number WYK678790 & WYK683393

Solihull
Bocking
Waterside

ALL that property being the freehold of flats at Church Street in Braintree, Essex more particularly known as Bridge Motors Site Church Street Bocking (also known as Bocking Waterside) and registered under title numbers EX756481, EX668449 and EX409213

Clarence Court
Bumslane

ALL that property being the freehold of flats at Marchant Close in Mill Hill London more particularly known as Juliet Court and Bianca Court Mill Hill (also known as Clarence Court) and registered under title number AGL189734

ALL that property being the freehold of flats at Caerphilly Road in Llanishen, Cardiff more particularly known as Parklands Development and registered under title number CYM408382

ALL that property being the freehold of flats at Redgrave Court in Wellingborough,
Northamptonshire more particularly known as Harrowden Park and registered under
title number NN239423

ALL that property being the leasehold of flats at 1 Throwley Way in Sutton, Surrey more particularly known as Surrey House (also known as Aspects Throwley Way) held under a lease dated 2nd March 2004 with a term of 200 years from 2nd March 2004 made between (1) The Mayor and Burgesses of the London Borough of Sutton and (2) Barratt Homes Limited and registered under title number SGL653117



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6570726
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 8 DECEMBER 2008 AND CREATED BY THEOWAL
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 19 DECEMBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER
2008

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES