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COMPANIES FORM No. 395

Particulars of a mortgage or charge

00400024/AC



395

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

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

9111

06570726

Name of company

\* Theowal Limited registered in England & Wales (Chargor)

Date of creation of the charge

15 January 2009

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 15 January 2009 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

MONDAY



LD4

\*LB YJ16NO\*

19/01/2009

172

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

Signed

*Addleshaw Goddard LLP*

Date

*16.01.09*

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

\*insert full 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)

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.

Name of company

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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.

**Schedule**

**Legally Mortgaged Property**

*Please see attached sheets*

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## The Schedule

### Legally Mortgaged Property

1. That property known as 1-11(odd) and 15-73(odd) Chaise Meadow and 1-12, 14-16, 18, 20-34 and 35-55(odd) School Drive and 1-12 and 14-15 Millington Gardens and 1-11 Longcroft Place, Lymm WA13 9UD being the land registered at the Land Registry with title number CH578277.
2. That property known as 87 Augustus Road, London SW19 6EJ being the land registered at the Land Registry under title number SGL238805.
3. That property known as land at Chepstow Close, Colburn, Catterick Garrison being the land registered at the Land Registry under title number NYK358424.
4. The portfolio known as the David Wilson Homes portfolio comprising of the following:
  - a. 11-17 Lower Carrs, Ashton-under-Lyne OL6 9 JG and car parking spaces being the land registered under title number MAN122645;
  - b. 5, 7, 9, 11, 15, 17, 19, 21 Bakers Mews, Tarleton PR4 6LS and parking spaces for 7, 11, 15, 17, 19 and 21 being the land registered under title number LAN33162;
  - c. 30 and 32 Torkington Road, Wilmslow SK9 2LG being the land registered under title number CH120763;
  - d. Chelford House, Offerton Road, Offerton SK2 5HH being the land registered under title number GM521542;
  - e. 238 High Barn Road, 2-32 (even) and 3-11 (odd), 15-65 (odd) and 79, 81 and 83 Rosebay Close, Royton, Oldham being the land registered under title number MAN123577;
  - f. 1-10 (inclusive), 18-22 (inclusive) and 24-29 (inclusive) Lower Carrs, Ashton-under-Lyne OL6 9JG being the land registered under title number MAN123367;
  - g. 1-28 (inclusive) and 30-53 (inclusive) Freshwater Drive and 1-9 and 11 Waters Edge, Ashton under Lyne OL6 9SH being the land registered under title number MAN122831;
  - h. Land lying to the west side of London Road South, Poynton, Stockport being the land registered under title number CH549034;
  - i. 8, 9, 10 and 11 West Towers Mews and car parking spaces, Church Lane, Marple, Stockport being the land registered under title number MAN51471;
  - j. 2, 4 and 8-46 (even) and 1-11 and 15-65 (odd) Hallbridge Gardens, Bolton BL1 8UT being the land registered under title number MAN122601;
  - k. Land at Rosebay Close, Royton, Oldham OL2 6WJ being the land registered under title number MAN122676;
  - l. 1-19 (inclusive) and 31-33 (inclusive) Bakery Court, Ashton under Lyne OL6 8AU being the land registered under title number MAN122683;
  - m. Land and buildings on the South side of Compstall Road, Romiley;
  - n. Land known as Redbrow Hollow and car parking spaces;
  - o. Land and buildings at Vanguard Close, Bury BL8 1NF;
  - p. 15-35 (odd) Ashworth Street, Bury BL8 1NU, 14-24 (even) Ashworth Street, Bury BL8 2QZ, 2-10 (even) Atlas Fold, Bury BL8 1PD, 1-11 (odd) and 15-29 (odd) Vanguard Close, Bury BL8 1NF and 2, 4, 6, 10 and 12 Vanguard Close, Bury BL8 1NF;
  - q. 1, 3, 5 and 7 Spring Clough, Ashton under Lyne, OL7 9TJ.
5. That property known as The Railway Hotel, 131 High Street, Golborne WA3 3TG being the land registered at the Land Registry under title number GM386340.
6. That property known as 70 Whalley Road, Whalley Range M16 8AH being the land registered at the Land Registry under title number GM459288.
7. That property known as The Eagle Hotel, Cow Lane, Havercroft being the land registered at the Land Registry under title number WYK524082.

8. That property known as land at Phase 3A Sadlers Park, Stoke on Trent being the land registered at the Land Registry under title number SF544771.





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6570726  
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE  
DATED 15 JANUARY 2009 AND CREATED BY THEOWAL  
LIMITED FOR SECURING ALL MKONIES 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 19 JANUARY  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JANUARY  
2009

*Handwritten signature/initials*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES