

MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is for**
You cannot use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland. To do this, use form MG01s

FRIDAY



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"L2AD5ZXB"
09/12/2011
COMPANIES HOUSE

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1 Company details

Company number 0 6 5 7 0 7 2 6

Company name in full Theowall Limited (Chargor)

Theowall Limited

(17) For official use

Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 28 11 2011

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture between, amongst others, the Chargor and the Security Agent (as defined in section 5
below) (**Debenture**)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All monies and liabilities on or after the date of the Debenture due
owing or incurred by a Charging Company to the Beneficiaries (or
any of them) under the Guarantee in any manner and in any currency
or currencies and whether present or future, actual or contingent,
whether incurred solely or jointly with any other person and whether
as principal or surety, together with all interest accruing on such
monies and liabilities and all costs, charges and expenses incurred
by any Beneficiary under the Guarantee and all monies and liabilities
on or after the date of the Debenture due owing or incurred by the
Obligors to the Beneficiaries (or any of them) under the Transaction
Documents in any manner

Continued

Continuation page
Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name Bank of Scotland plc as security trustee for the First Facility

Address Beneficiaries (**Security Agent**)

The Mound, Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

1 Charging provisions

1 1 General

All Security created by the Chargor under clauses 3 1 to 3 4 of the Debenture (reproduced as paragraphs 1 1 to 1 4 of this form MG01) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Agent as Security Agent for the Beneficiaries

1 2 Assignments

The Chargor assigned

- (a) all Rental Income, and all other sums, payable under any Occupational Lease,
- (b) the Relevant Agreements to which it is a party, and
- (c) the Relevant Policies to which it is a party

The Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy to which it is a party

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X Adalteshaw Goddard LLP X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name LARNH(312162-368)

Company name Addleshaw Goddard LLP

Address Box 500

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode

W	C	1	B		3	X	D
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Country

DX London

Telephone

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

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

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Beneficiary under the Transaction Documents (**Secured Obligations**)

In this form MG01 the following terms shall have the following meaning

Charging Company means each company set out in schedule 1 of the Debenture (reproduced as schedule 1 of this form MG01)

Beneficiaries means each Finance Party, the Hedging Counterparty Guarantor and the Hedging Counterparty (as each such term is defined in the First Facility Agreement unless otherwise defined in this form)

First Facility Agreement means a facility agreement dated 30 June 2005 between, amongst others, Fairhold Holdings Permeco Limited as Company (originally Frantino Limited as the Company) and Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland) as Agent and Security Agent as the same has been amended and/or amended and restated from time to time and most recently on 25 October 2011

Facility Obligors means Fairhold Holdings Permeco Limited, each Borrower and each Guarantor (as each such term is defined in the First Facility Agreement unless otherwise defined in this form)

Guarantee means a guarantee dated 28 November 2011 between Fairhold Homes Investment (No 13) Limited, others as Guarantors (as defined in the Second Facility Agreement) and Bank of Scotland plc as Security Agent, pursuant to which the Chargor will guarantee the obligations of the Facility Obligors

Transaction Documents means the Finance Documents and any Hedging Agreement (as each such term is defined in the First Facility Agreement unless otherwise defined in this form)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	1 3	<p>First fixed charges</p> <p>The Chargor charged by first fixed charge</p> <ul style="list-style-type: none"> (a) all interests and estates in any freehold, leasehold or commonhold property, (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property, (c) the benefit of all other agreements, instruments and rights relating to its Secured Property, (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them, (e) the Subsidiary Shares together with all Related Rights, (f) the Investments together with all Related Rights, (g) all book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them), (h) all monies from time to time standing to the credit of each Blocked Account, (i) all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person, other than any Blocked Account (each a Charged Account), (j) all its Intellectual Property, (k) all its goodwill and uncalled capital, (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and (m) to the extent that any assignment in clause 3 2 of the Debenture (reproduced as paragraph 1 2 of this form MG01) is ineffective as an assignment, the assets referred to in that clause
	Continued	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 4 Floating charge

The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of fixed charge or assigned under clauses 3 2 or 3 3 of the Debenture (reproduced as paragraphs 1 2 and 1 3 of this form MG01)

1 5 Conversion of floating charge to a fixed charge

The Security Agent may, at any time by notice in writing to the Chargor convert the floating charge created under clause 3 4 of the Debenture (reproduced as paragraph 1 4 of this form MG01) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

- (a) an Enforcement Event is continuing, or
- (b) in the opinion of the Security Agent that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset

1 6 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Security Agent or expressly permitted under the terms of the Debenture)

- (a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Charging Company,

the floating charge created by the Debenture will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 7(c) of the Debenture (reproduced as paragraph 1 6(c) of this form MG01), over all of the Floating Charge Assets

2 Negative pledge

- 2 1 The Chargor agreed that it shall not (and the Chargor agreed that it shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 2.2 The Chargor agreed that it shall not (and the Chargor agreed that it shall ensure that no other member of the Group will)
- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any member of the Group,
 - (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
 - (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
 - (d) enter into any other preferential arrangement having a similar effect,
 - (e) in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

Clauses 5.1 and 5.2 of the Debenture (reproduced as paragraphs 2.1 and 2.2 of this form MG01) do not apply to any Security or arrangement which is Permitted Security

In this form MG01 the following terms shall have the following meaning

Authorisations means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

Blocked Account means

- (a) the Facility Account (as defined in the Second Facility Agreement)
- (b) the Collection Account (as defined in the Second Facility Agreement)
- (c) any other account designated as a Blocked Account by a Charging Company and the Security Agent

Charging Company means each company set out in schedule 1 of the Debenture (reproduced as schedule 1 of this form MG01)

Enforcement Event means

- (a) the occurrence of an Event of Default (as defined in the First Facility Agreement) or
- (b) the Chargor or any Charging Company does not comply with any obligations under the Guarantee

Continued

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Financial Indebtedness means any indebtedness for or in respect of</p> <ul style="list-style-type: none"> (a) moneys borrowed, (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent, (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis), (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account) (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, (i) the amount of any liability in respect of deferred payment of acquisition costs of an asset, (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above, and (k) any amount raised by the issue of redeemable preference shares which are by their express terms capable of being redeemed prior to the Termination Date <p>(as each such term is defined in the Second Facility Agreement unless otherwise defined in this form MG01)</p> <p>Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3.4 (Floating charge) of the Debenture (reproduced as paragraph 1.4 of this form MG01)</p> <p>Continued</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Group means Fairhold Homes Investments (No 13) Limited and its Affiliates (as defined in the Second Facility Agreement) for the time being</p> <p>Intellectual Property means</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered and (b) the benefit of all applications and rights to use such assets <p>Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee</p> <p>Occupational Lease means any lease, agreement for lease, licence, tenancy, overriding lease and any occupational arrangement to which a Property is subject from time to time under which the Chargor is the lessor party, and any rentcharge instrument in respect of a Property to which the Chargor is the entitled party (as each such term is defined in the Second Facility Agreement unless otherwise defined in this form MG01)</p> <p>Permitted Security means</p> <ul style="list-style-type: none"> (a) any Security permitted in writing by the Security Trustee, (b) any Security permitted or created by the Security Documents, and (c) 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 a Facility Obligor's business and not as a result of any default or omission on the part of any Facility Obligor <p>(as each such term is defined in the Second Facility Agreement unless otherwise defined in this form MG01)</p> <p>Continued</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Related Rights means, in respect of any Investment or Subsidiary Share</p> <ul style="list-style-type: none"> (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise) (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and (c) all rights derived from or incidental to that Investment or Subsidiary Share <p>Relevant Agreement means</p> <ul style="list-style-type: none"> (a) each Commercial Document (b) each Occupational Lease (c) any guarantee of Rental Income contained in, or relating to, any Occupational Lease (d) each Hedging Agreement (e) the Referral Fee Agreement (f) each Managing Agent's Agreement (g) the Deed of Accord and Satisfaction (h) VAT Settlement Deed and (i) each other agreement designated as a Relevant Agreement by the First Facility Security Agent and the Chargor in writing <p>(as each such term is defined in the Second Facility Agreement, unless otherwise defined in this form MG01)</p> <p>Relevant Policies means, in respect of the Chargor, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies</p> <p>Continued</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Rental Income means</p> <ul style="list-style-type: none"> (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all Occupational Leases in relation to a Property including, without limitation the Ground Rents, (b) all other monies derived by the Chargor from any third parties relating to the use and/or occupation of a Property (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and any covenantor under any Occupational Lease, sums received from any deposit held as security for the performance of Residential Tenants' obligations and commissions from insurance product sales), (c) any premium payable for the extension of an Occupational Lease in the case where the unexpired term of such Occupational Lease immediately following such extension exceeds 75 years and where the Ground Rent in relation to such Occupational Lease is not diminished by such extension, (d) for the purposes of clause 21 1 (Interest Cover Covenants) of the Second Facility Agreement only, any monies paid under the Interest Shortfall Guarantee by RPG, and (e) (for the Test Period ending on the Termination Date only) any monies payable to the Chargor under a Hedging Agreement (such funds to be standing to the credit of the Hedging Surplus Account on or after the penultimate Test Date), <p>but excluding all Permitted Deductions (if any) and all Sales Proceeds (as each such term is defined in the Second Facility Agreement, unless otherwise defined in this form MG01)</p> <p>Second Facility Agreement means a facility agreement dated 30 November 2007 between, Fairhold Homes Investments (No 13) Limited as original Company (1), the Companies listed in part 1 of schedule 1 thereto as Original Borrowers (2), the Companies listed in part 1 of schedule 1 thereto as Original Guarantors (3), the financial institution listed in part 3 of schedule 1 as Original Lender (4) and Bank of Scotland plc as the Arranger, Agent, First Facility Security Agent and Original Hedge Counterparty, as amended and/or amended and restated from time to time and most recently on 25 October 2011</p> <p>Continued</p>	

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Secured Assets means, in respect of the Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Debenture in favour of the Security Agent

Secured Property means, at any time, all freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Debenture

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

Subsidiary Shares means, in respect of a Chargor, all shares present and future held by it in any company (including those listed in schedule 2 (Subsidiary Shares) of the Debenture (reproduced as schedule 2 of this form MG01))

Schedule 1

Chargors

Name of Chargor	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
Bradmooss Limited	England	06031160
CG Three Limited	England	05425483
Danecarr Limited	England	06031167
Fairhold Apollo Limited	England	04768581
Fairhold Artemis Limited	England	05757088
Fairhold Atlas Limited	England	04735472
Fairhold Holdings (2008 Q1) Limited	England	06402024
Fairhold Holdings (2008 Q2) Limited	England	06618079
Fairhold Holdings (2008 Q3) Limited	England	05869945
Fairhold Holdings No 4 (Appts) Limited	England	06056988
Fairhold Homes (No 16) Limited	England	05647471

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Fairhold Homes (No 17) Limited	England	05086038
Fairhold Homes (No 18) Limited	England	05647503
Fairhold Homes (No 19) Limited	England	05647480
Fairhold Homes (No 20) Limited	England	05086036
Fairhold Homes Investment (No 13) Limited	England	06151506
Fairhold Homes Investment (No 14) Limited	England	06151487
Fairhold Homes Investment (No 15) Limited	England	06561902
Fairhold Homes Investment (No 16) AL Limited	England	6568279
Fairhold Homes Investment (No 17) Limited	England	06643992
Fairhold Holdings No 4 (RPI) Limited	England	06056955
Fairhold Holdings No 4 (Houses) Limited	England	06056983
Fairhold Properties No 5 Limited	England	06400219
Fairhold Properties No 6 Limited	England	06353007
Fairhold Properties No 8 Limited	England	06703221
Freehold Properties 25 Limited	England	05592541
Freehold Properties 26 Limited	England	05592542
Hadham Securities No 4 Limited	England	06363342
Littonace (No 11) Limited	England	05792097
Littonace (No 12) Limited	England	05792106
Littonace (No 13) Limited	England	06471334
Littonace (No 14) Limited	England	06471340
Lylecraft Limited	England	06031153

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Parkbrace Limited	England	03907638
Peverel Freeholds No 2 Limited	England	3229749
Ramvel Limited	England	06703206
Roswall Limited	England	05317419
Rowan Land Limited	England	0474881
Reversions Limited	England	05327108
SamNas Limited	England	06062811
Sendtour Limited	England	06400232
Theowall Limited	England	06570726
Victoria Investments No 2 Limited	England	04435399
Fairhold CBG Sheltered Limited	England	06671793

Schedule 2

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and Class of Shares
Fairhold Holdings No 4 (Appts) Limited	Bradmooss Limited (06031160)	1 Ordinary Share
	Hadham Securities No 4 Limited (06363342)	1 Ordinary Share
	CG Three Limited (05425483)	1 Ordinary Share
	Freehold Properties 25 Limited (05592541)	1 Ordinary Share
	Freehold Properties 26 Limited (05592542)	1 Ordinary Share
	Reversions Limited (05327108)	250,000 Ordinary Shares
	Rowan Land Limited 0474881	2 Ordinary Shares

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Fairhold Holdings No 4 (RPI) Limited	Danecarr Limited (06031167)	1 Ordinary Share
Fairhold Holdings No 4 (Houses) Limited	Lylecraft Limited (06031153)	1 Ordinary Share
Fairhold Holdings (2008 Q1) Limited	Sendtour Limited (06400232)	1 Ordinary Share
	Fairhold Properties No 5 Limited (06400219)	1 Ordinary Share
	Roswall Limited (05317419)	1 Ordinary Share
Fairhold Holdings (2008 Q2) Limited	Parkbrace Limited (03907638)	2 Ordinary Shares
	Fairhold Artemis Limited (05757088)	2 Ordinary Shares
	Theowall Limited (06570726)	1 Ordinary Share
	Fairhold Properties No 6 Limited (06353007)	1 Ordinary Share
	Fairhold Atlas Limited (04735472)	1 Ordinary Share
	Fairhold Apollo Limited (04768581)	1 Ordinary Share
Fairhold Holdings (2008 Q3) Limited	SamNas Limited (06062811)	1 Ordinary Share
Fairhold Homes Investment (No 13) Limited	Fairhold Homes (No 16) Limited (05647471)	1 Ordinary Share
	Littonace (No 12) Limited (05792106)	1 Ordinary Share
Fairhold Homes Investment (No 14) Limited	Fairhold Homes (No 17) Limited (05086038)	1 Ordinary Share
	Littonace (No 12) Limited (05792106)	1 Ordinary Share
Fairhold Homes Investment (No 15) Limited	Fairhold Homes (No 18) Limited (05647503)	1 Ordinary Share
	Littonace (No 13) Limited (06471334)	1 Ordinary Share
Fairhold Homes Investment (No 16) AL Limited	Fairhold Homes (No 19) Limited (05647480)	1 Ordinary Share
Fairhold Homes Investment (No 17) Limited	Fairhold Homes (No 20) Limited (05086036)	1 Ordinary Share
	Littonace (No 14) Limited (06471340)	1 Ordinary Share
	Fairhold CBG Sheltered Limited (06671793)	1 Ordinary Share



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6570726
CHARGE NO. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28
NOVEMBER 2011 AND CREATED BY THEOWAL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM A
CHARGING COMPANY TO THE BENEFICIARIES (OR ANY OF
THEM) ON ANY ACCOUNT WHATSOEVER AND ALL MONIES
DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE
BENEFICIARIES (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 9 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 DECEMBER
2011



Companies House
— for the record —

40.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES