

Particulars of a mortgage or charge

395

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

114

05900917

Name of company

* Fosse Developments (Hazleton) Limited (the "**Company**")

Date of creation of the charge

26 March 2007

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

Debenture between (1) the Company and (2) the Lender (as trustee for itself and G&C Property Development Consultancy Limited) (the "**Debenture**")

Amount secured by the mortgage or charge

All the Company's liabilities to the Lender of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Lender's charges and commission Interest and Expenses (the "**Company's Obligations**")

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

G&C Finance plc whose registered office is at 15 Hockley Court, Stratford Road, Hockley Heath, Solihull (the "**Lender**")

Postcode B94 6NW

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

Eversheds LLP
115 Colmore Row
Birmingham
B3 3AL

PEARCECA/1002771

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

FRIDAY



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AGMUBOAF

30/03/2007

COMPANIES HOUSE

438

Short particulars of all the property mortgaged or charged

See attached schedule (BIRCORP.1002773)

Note - The attached schedule contains details of restrictions on the Company that protect and further define the charges created by the Debenture and which must be read as part of the charges created by the Debenture.

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)

N/A

Signed

Breshed LLP

Date 29 March 2007

On behalf of ~~XXXXXX~~ [mortgagee/chargee] † G&C Finance plc

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

CONTINUATION OF FORM 395 (bircorp.1002771)

Company: Fosse Developments (Hazleton) Limited

Company number: 05900917

SCHEDULE

PART 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CHARGE

Pursuant to clause 2 of the Debenture the Company covenanted to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charged to the Lender:-

- 1.1 By way of legal mortgage all the freehold and leasehold property at the date of the Debenture vested in or charged to the Company including any Registered Land
- 1.2 By way of fixed charge all estates or interests in any freehold and leasehold property at the date of the Debenture and in the future vested in or charged to the Company except the property described in paragraph 1.1 above
- 1.3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company
- 1.4 By way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
- 1.5 By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business
- 1.6 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company
- 1.7 By way of fixed charge all the goodwill and uncalled capital of the Company present and future
- 1.8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same
- 1.9 By way of fixed charge all stocks shares and other securities of the Company present and future except those described in paragraph 1.8 above and all income and rights derived from or attaching to the same
- 1.10 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. **"Intellectual Property Rights"** include (without limitation) all rights in patents

inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names

- 1.11 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Lender or any third party
- 1.12 By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with the Debenture.
- 1.13 By way of fixed charge all funds standing to the credit of the Company from time to time on any account any bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with the Debenture Provided that the Lender may without prejudice to the Debenture permit the Company to make withdrawals from time to time
- 1.14 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture

2. RESTRICTIONS

- 2.1 Pursuant to clause 3 of the Debenture the Company will not without the previous written consent of the Lender:-
 - 2.1.1 Create or permit to arise any mortgage charge or lien on the Property
 - 2.1.2 Dispose of the Property described in paragraphs 1.1 to 1.13 inclusive above
 - 2.1.3 Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like
 - 2.1.4 Dispose of the Property described in paragraph 1.14 above other than in the ordinary course of business
 - 2.1.5 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it

3. CRYSTALLISATION OF FLOATING CHARGE

Pursuant to clause 7 of the Debenture the Lender may by written notice to the Company convert the floating charge described above into a fixed charge as regards any of the property assets and rights of the Company present and future not subject to a fixed charge under the Debenture. Following such a notice the Company shall not dispose of any of such Property which is included in the notice without the prior written consent of the Lender.

4. INSURANCE

Pursuant to clause 4.2 of the Debenture the Company will hold in trust for the Lender all money received under any insurance of the Property and at the

Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Company's Obligations.

PART 2

DEFINITIONS

In this form 395 and this schedule to following terms have the specified meanings

"Expenses"	means all expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred
"Interest"	means interest at the rate(s) charged to the Company by the Lender from time to time
"Registered Land"	means the land known as Priory Farm Barns, Hazleton to be registered at the Land Registry
"Property"	means the whole and any part of the undertaking property and assets of the Company described in paragraph 1 above

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05900917

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th MARCH 2007 AND CREATED BY FOSSE DEVELOPMENTS (HAZLETON) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO G&C FINANCE PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd APRIL 2007.

A handwritten signature in dark ink, appearing to be 'R. B.' or similar, located on the left side of the page.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES