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CHFP041

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* insert full name
of company

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410cs

COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

410

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

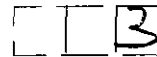
Pursuant to section 410 of the Companies Act 1985

COMPANIES HOUSE

PAID

To the Registrar of Companies
(Address overleaf Note 6)

For official use Company number



SC315895

Name of company

* KF Homes Limited (the "Company")

Date of creation of the charge (note 1)

26 September 2007

Description of the instrument (if any) creating or evidencing the charge (note 1)

Legal Charge (the "Charge")

Amount secured by the charge

The Secured Liabilities

See Paper Apart 1 for Definitions

Names and addresses of the persons entitled to the charge

Bank of Scotland plc ("BoS")

The Mound, Edinburgh, EH1 1YZ

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

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

For official use (02/2006)

Charges Section

Post room

FRIDAY



S8RJ5TJR
SCT 05/10/2007 971
COMPANIES HOUSE

Short particulars of all the property charged

See Paper Apart 2

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the prescribed
continuation
sheet 410cs

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

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

Signed

Date 5 October 2007

On behalf of [company] [chargee] †

† delete as
appropriate

Notes

1 A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act (Examples: date of signing of an Instrument of Charge, date of recording/registration of a Standard Security, date of intimation of an Assignment)

2 In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/ or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it

3 A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered

4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body

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 are to be made payable to **Companies House**

6 The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP-4 Edinburgh 2

This is the Paper Apart 1 referred to in the foregoing Companies House Form 410 relative to the Legal Charge by KF Homes Limited in favour of Bank of Scotland plc dated 26 September 2007

In Paper Apart 1 and 2 the following shall mean: -

BoS means Bank of Scotland plc and also any person

- (i) who claims any title to or interest in the Charge from BoS
- (ii) to whom BoS's interest in all or part of the Charge is transferred, or
- (iii) to whom the business of BoS is transferred

Borrower means the Company referred to in the Charge as the Borrower and also

- (i) the Borrower's successors and personal representatives, and
- (ii) any person who claims any estate, right or interest from or through the Borrower in the Secured Liabilities owed by the Borrower

Conditions shall mean BoS's Commercial Charge Conditions (2007) Edition

Expense or Expenses mean the total of the following

- (i) any commission and other charges which BoS may from time to time charge to the Borrower in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Borrower,
- (ii) any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under these Conditions and which are either repayable by the Borrower under these Conditions or are incurred in the exercise by BoS or the Receiver of their powers under these Conditions,
- (iii) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the Charge or to obtain possession of or sell or deal (in any other way allowed by these Conditions) with the Property, together with Value Added Tax upon such sums where appropriate

Interest means any sum of money payable to BoS by way of interest upon the Secured Liabilities.

Owner means any and every person (whether the Borrower or otherwise) who has granted a Charge to BoS as security for the Secured Liabilities and also

- (i) the Owner's successors and personal representatives, and
- (ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge

Property means the freehold property known as 10 Mount Road and Mount Lodge, Mount Road, Poole, BH14 0QW registered at Land Registry under Title Number DT166380

Receiver means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Charge in respect of the Owner or of all or any part of the Property

Rental Sums means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses

Secured Liabilities shall mean all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in BoS and including 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 those matters or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them,

This is the Paper Apart 2 referred to in the foregoing Companies House Form 410 relative to the Legal Charge by KF Homes Limited in favour of Bank of Scotland plc dated 26 September 2007

The Borrower with full title guarantee charges to BoS as security for the Secured Liabilities

- 1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property,
- 2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,
- 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Charge,
- 4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities,
- 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under this Charge, and
- 6 if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property

See Paper Apart 1 for Definitions

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 315895

I hereby certify that a charge created by

KF HOMES LIMITED

on 26 SEPTEMBER 2007

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of BANK OF SCOTLAND PLC

was delivered pursuant to section 410 of the Companies Act, 1985,
on 5 OCTOBER 2007 given at Companies House, Edinburgh
10 OCTOBER 2007



C O M P A N I E S H O U S E

