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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

06281461

Name of company

* BRIGHOUSE HOMES (NANTWICH) LIMITED ("THE COMPANY")

Date of creation of the charge

11 June 2009

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

DEBENTURE ("THE DEBENTURE")

Amount secured by the mortgage or charge

ALL SUMS OF MONEY AND LIABILITIES WHICH THE COMPANY IS AGREEING TO PAY AND
DISCHARGE PURSUANT TO THE TERMS OF THE DEBENTURE.

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

RUSSELL JOHN BRIGHOUSE MOUNT PLEASANT FARM, MARTHALL, KNUTSFORD, CHESHIRE,
WA16 7SS ("THE LENDER")

Postcode

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

Watson Burton LLP
1 St James' Gate
Newcastle upon Tyne
NE99 1YQ

For official Use (02/00)
Mortgage Section

Post room

SATURDAY



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27/06/2009

186

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

SEE APPENDIX

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Walter Burton Ltd

Date 25 June 2009

On behalf of [company] ~~XXXXXXXXXXXX~~ †

*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

BRIGHOUSE HOMES (NANTWICH) LTD

(COMPANY REGISTRATION NUMBER: 06281461)

Debenture dated 11 June 2009 in favour of

RUSSELL JOHN BRIGHOUSE

Appendix 1 to form LLP395

Short particulars of all the property mortgaged or charged:

As security for the payment and discharge of the Secured Obligations and all other sums and liabilities owed under the Debenture the Company with full title guarantee charged to the Lender:

- 1 by way of legal mortgage the property particulars of which are set out in part 1 of the Schedule to this Form 395, together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;
- 2 by way of fixed charge:
 - 2.1 all other freehold and leasehold property of the Company whether acquired before or after the date of the Debenture together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;
 - 2.2 all plant, machinery, vehicles, computers and office and other equipment of the Company particulars of which are set out in part 2 of the Schedule to this Form 395 together with the benefit of all relevant contracts, warranties and maintenance arrangements;
 - 2.3 all other plant, machinery, vehicles, computers and office and other goods and equipment of the Company together with the benefit of all relevant contracts, warranties and maintenance arrangements;
 - 2.4 the Debts;
 - 2.5 the goodwill and any uncalled capital of the Company both now and at any time in the future;
 - 2.6 all stocks, shares, bonds and other securities whether marketable or not and all other interests (including but not limited to loan capital) of the Company in any company or other person now and at any time in the future together with all related dividends and other rights;
 - 2.7 all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property of the Company now and in the future;
- 3 by way of floating charge the Company's undertaking and all its property, assets and rights whatsoever now and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 3.1.1 to 3.1.8 (inclusive) of the Debenture but including any assets of the Company situated in Scotland, whether or not effectively charged pursuant to paragraphs 3.1.1 to 3.1.8 (inclusive) of the Debenture.
- 4 Each of the charges created shall be a first charge and, where appropriate, shall extend to the proceeds of sale of the relevant Charged Assets.

- 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to the floating charge created pursuant to the Debenture
- 6 The Lender may at any time by giving the Company notice in writing convert the floating charge over any assets specified in the notice into a fixed charge, save for any assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.
- 7 All Costs and Interest on Costs from the date they are incurred until the date they are paid are secured by the Debenture.

The Borrower agreed that it shall not at any time, except with the prior written consent of the Lender:

- 1 dispose of or create or permit to subsist or arise any Encumbrance on or over, the Debts or any part of the Debts or release, set off, compound, sell, factor, discount or deal with the Debts other than in accordance with paragraph 5.1.10 of the Debenture ;
- 2 create or attempt to create or permit to subsist or arise in favour of any person any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over Charged Assets other than land) on or affecting the Charged Assets or any part of the Charged Assets; or
- 3 subject to the other provisions of the Debenture, dispose of the Charged Assets or any part of the Charged Assets or agree so to do except in the case of:
 - 3.1 stock-in-trade, which may, subject to the other provisions of the Debenture, be disposed of at full market value in the usual course of trading as now conducted and for the purpose of carrying on the Company's business; and
 - 3.2 other Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business and at full market value.

Definitions

Charged Assets all the property, assets and rights of the Company described or referred to in paragraph 3.1 of the Debenture and any part or parts of such property, assets and rights

Costs administrative charges and all costs and expenses (including management and legal costs on a full indemnity basis) incurred by the Lender or any receiver appointed by the Lender in exercising the rights of the Lender or any receiver under the Debenture

Debts the book and other debts now and from time to time due or owing to the Company other than any of those debts which the Lender may have at any time agreed specifically and in writing to exclude or release from the charges contained in this Debenture

Encumbrance any mortgage, charge, pledge, lien, standard security, assignment by way of security or other security interest of any kind

Floating Charge Assets the undertaking, property, assets and rights of the Company charged to the Lender under paragraph 3.1.9 of the Debenture

Interest interest at the applicable rate or rates agreed between the Company and the Lender from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Company and the Lender for any particular sum of money or liability, interest at such rate as the Lender may select from the rates agreed between the Company and the Lender in respect of any other sum of money or

liability, in all circumstances, computed and compounded as agreed between the Company and the Lender, both before and after any judgement is obtained by the Lender

Secured Obligations all sums of money and liabilities which the Company is agreeing to pay and discharge pursuant to the terms of the Debenture as described in paragraph 2 of the Debenture.

SCHEDULE

Part 1

Land and buildings at Beam Bridge, Barony Road, Nantwich, Cheshire (Title numbers: CH100589, CH209998 and CH258911)

Part 2

None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 6281461
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 JUNE 2009
AND CREATED BY BRIGHOUSE HOMES (NANTWICH) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO RUSSELL JOHN BRIGHOUSE 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
27 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JUNE 2009



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES