

M

COMPANIES FORM No. 395

117759/20

Particulars of a mortgage or charge

395

A fee of £10 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

1341

02865466

Name of company

* VILLAGE DEVELOPMENTS PUBLIC LIMITED COMPANY (the "Mortgagor")

Date of creation of the charge

15 October 2004

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

2

Legal Charge (the "Legal Charge")

Amount secured by the mortgage or charge

4

All moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge or incur for keeping the Mortgagor's account or otherwise and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained under the Legal Charge (the "Indebtedness").

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

T

Dunbar Bank Plc (the "Bank")
9-15 Sackville Street
London

Postcode W1A 2JP

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

DLA LLP
3 Noble Street
London EC2V 7EE
DX 33866 Finsbury Square

FB/41246/114082

Time critical reference

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0244
03/11/04

Short particulars of all the property mortgaged or charged

(i) by way of legal mortgage the freehold property described or referred to as all that freehold land known as The Flint Barn Farm, Waterhouse Lane, Kingswood, Surrey registered at HM Land Registry under Title Number SY496407 (the "Property");

(ii) by way of fixed charge all its rights to and interest in any insurances in respect of the Property taken out by or on behalf of the Mortgagor;

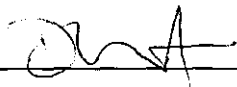
(iii) by way of fixed charge the gross rents licence fees and other monies receivable now or hereafter at any time by the Mortgagor in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by or paid to or received by the Mortgagor in respect of the Property (including without limitation all mesne profits) (the "Rental Income") but excluding insurance rents or service charges or the like and any value added tax thereon;

See continuation sheet 1, page 4

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 2 November 2004

On behalf of [XXXXXX] [mortgagee/chargee]†

Please do not write in this margin

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

T
C
C
C
A
S

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

02865466

Name of Company

VILLAGE DEVELOPMENTS PUBLIC LIMITED COMPANY (the "Mortgagor")

~~XXXXXX~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

(iv) by way of fixed charge all its interest in and rights under any contracts or agreements or claims for or in respect of the sale purchase leasing mortgaging management carrying out of works to development or redevelopment of or other dealing with or ownership of the Property or any part thereof (including for the avoidance of doubt its rights (A) against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements (B) against any person arising under any agreement for the provision of professional or other services in connection with the carrying out of any works to the Property and (C) against any person arising under any environmental claim by the Mortgagor);

(v) by way of fixed charge the goodwill of any business carried on by the Mortgagor at the Property; and

(vi) by way of floating charge all movable plant machinery implements utensils furniture and equipment now or from time to time at the Property.

(b) The property charged by Clause 2 of the Legal Charge is hereinafter referred to as the "Mortgaged Property" and the charges contained in the Legal Charge shall take effect as first fixed charges or mortgages (as the case may be) subject only to any charge or charges which may be specified in the Schedule hereto or which may be granted after the date hereof with the consent of the Bank and which the Bank has agreed shall rank in priority to the charges herein (collectively the "prior charge").

PROHIBITION ON GRANTING OF ENCUMBRANCES

The Legal Charge contains a covenant by the Mortgagor that it shall not without the prior written consent of the Bank convey assign or transfer any estate in the Mortgaged Property to any other person nor create or purport or attempt to create or permit to subsist any mortgage charge lien (otherwise than a lien arising automatically by operation of law) right of set-off or other security interest or other encumbrance on the Mortgaged Property or any part thereof nor create or purport or attempt to create or permit to subsist any floating charge or debenture over the whole or substantially the whole of the assets and/or undertaking of the Mortgagor without the prior written consent of the Bank.

SCHEDULE

No prior charges

FILE COPY



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

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

COMPANY No. 02865466

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 15th OCTOBER 2004 AND CREATED BY VILLAGE DEVELOPMENTS PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DUNBAR BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th NOVEMBER 2004.

A handwritten signature in dark ink, appearing to be 'MJP'.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES