

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

235585/13

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

Name of company

* BB Property Ventures Limited (the Company)

Date of creation of the charge

30 June 2009

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

Legal Charge (Legal Charge)

Amount secured by the mortgage or charge

The payment and discharge on demand without deduction, set off or counterclaim of:

1. all monies and discharge all obligations and liabilities whether actual or contingent, joint or several, now or at any time due, owing or incurred to the Lenders under the Facility Agreement by the Company when the same are due for payment; and

continued on page 2 of continuation page 1

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

Bargate Homes Limited (registered in England no 05626135) whose registered office is at 15 Vicarage Farm Business Park, Winchester Road, Fair Oak, Hampshire SO50 7HD and (continued on page 3 of continuation page 1)

Postcode

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

Bond Pearce LLP
Oceana House
39-49 Commercial Road
Southampton
SO15 1GA

LFW1 366358.3

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



AYK53B8J

A40

03/07/2009

63

COMPANIES HOUSE

CHFP025

Please do not write in this margin

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

*insert full name of Company

2

4

10

Short particulars of all the property mortgaged or charged

1 The Company granted as security for the Secured Obligations with full title guarantee:

1.1 by way of legal mortgage the Property;

1.2 by way of fixed charge all of its present and future right, title and interest in the Insurances and all claims and rights to returns of premium in respect the Property;

1.3 by way of fixed charge, all rights and claims of the Company against all lessees, licensees, occupiers of the Property and all guarantees and sureties for the obligations of such persons, and under all building contracts or all professional appointments entered into from time to time in relation to the Property or its development.

2 Negative pledge and restrictions on disposal:

Except where permitted by the Facility Agreement, the Company shall not without the Requisite Consent:

Continued on page 4 of continuation sheet 1

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)

NIL

Signed

Date 2 July 2009

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

*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

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

0661845

Name of Company

BB Property Ventures Limited (the Company)

~~XXXXXX~~

* delete if
inappropriate

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

2. all costs and expenses (including legal) together with VAT as incurred by the Lenders or any Receiver in relation to the Company, the Legal Charge or the Charged Property including all expenses incurred in preparing, registering, perfecting, defending or enforcing the Legal Charge or the security created by the Legal Charge, in defending their actions in enforcing it, in recovering amounts secured by the Legal Charge and in obtaining advice on any matter relating to the Legal Charge or the Charged Property in all cases on a full indemnity basis.

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

together, "the Secured Obligations"

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*

Burton Property Ventures Limited (registered in England no 06661845) whose
registered office is at Graham House, 7 Wyllyotts Place, Potters Bar,
Hertfordshire, EN6 2JD (**the Lenders**)

2.1 create or permit to arise or subsist any Security Interest in favour of anyone other than the Lenders on the whole or any part of the Charged Property; or

2.2 to sell, assign, lease, lend or otherwise dispose of or part with possession of or surrender any interest in the Charged Property or attempt or agree to do so; except that the restrictions contained in this paragraph shall not apply to such of the Charged Property as is charged pursuant to paragraph 1 only where the disposal is made in the ordinary course of the trading as now carried on and for full value.

Definitions

Charged Property means all the undertaking, property, assets and rights mortgaged, assigned or charged under the Legal Charge including any part of or interest in them.

Facility Agreement means the facility agreement dated 19 March 2009 between the Lenders and the Company as amended, supplemented, substituted, replaced or refinanced from time to time.

Insurances means all contracts and policies of insurance taken out by or on behalf of the Company in relation to the Charged Property (or its interest in it).

Property means the freehold or leasehold property referred to in Schedule 1 and including all rights attached or appurtenant to it and all buildings, structures, fixtures, fittings and fixed plant and machinery from time to time situate on it and which belong to the Company.

Receiver means a receiver or receiver and manager appointed by the Lenders in respect of the Charged Property under the Legal Charge or pursuant to statute and includes joint receivers.

Requisite Consent means the previous consent in writing of the Lenders (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent).

Schedule 1

Freehold Property at 20 Longmoor Road, Liphook registered at HM Land Registry with title number SH25946

95

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6661845
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 30 JUNE
2009 AND CREATED BY BB PROPERTY VENTURES LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BARGATE HOMES LIMITED AND BURTON
PROPERTY VENTURES LIMITED ON ANY ACCOUNT
WHATSOEVER 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 3 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JULY 2009

Rz



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES