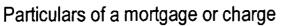
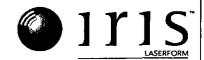
in accordance with Section 860 of the Companies Act 2006

MG01





031460/13	
A fee is payable with this form We will not accept this form unle Please see 'How to pay' on the la	ss you send the correct fee
✓ What this form is for You may use this form to registe	You cannot use the

Ireland

particulars of a mortgage or charge in England and Wales or Northern

the last page What this form is NO You cannot use this for

particulars of a charge company To do this, form MG01s



1	Company details								ZS I														
Company number	1	0	2	8	4	4	6					/								is form		crint (or in
Company name in full	Basmac Homes Limited /													Please complete in typescript or in bold black capitals									
				·																	atory un ted by *		5
2	Date	of c	crea	tion	of c	harg	е							·									
Date of creation	^d 1	^d 0		ω0	^m 2	_	^y 2	^y 0	^y 1	y ()	/											
3	Desc	ript	ion																				
_													g or e		ncing	the	_						
Description	Mort	tgag	e De	eed (the '	'Morl	gage	e")															
											(
				_																			

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

- All monies and liabilities whether actual or contingent (including further advances made after the date of the Mortgage by the Bank and secured directly or indirectly by the Mortgage) which then were or at any time thereafter might be due owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other persons and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other persona and have subsequently become due owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law),
- 2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor Οſ

in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, or two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the

then) or, in the case of an any amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums

Continuation page

Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

	Mortgagee(s) or person(s) entitled to the charge (if any)						
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge Continuation page Please use a continuation page you need to enter more						
lame	Lloyds TSB Bank Plc	,					
ddress	Birmingham Securities Centre, Dept 9168, P O Box 6000,						
	125 Colmore Row Birmingham						
Postcode	B 3 S F						
lame							
ddress							
Postcode							
6	Short particulars of all the property mortgaged or charged	<u> </u>					
		Continuation man					
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details					
	against any nominee purchaser pursuant thereto) together with all buildings and fixt plan and machinery from time to time thereon (the "Mortgaged Property") and refere include references to any part of it as continuing security for the payment to the Bandefined in the Mortgage) subject to the prior mortgage(s) or charge(s) (if any) mention Mortgage (the "Prior Mortgages") and to the principal money, interest and other moned owing or belonging to the Mortgagor and arising in connection with the Mortgage time carried on thereon and the proceeds thereof including (without limitation) (i) any amounts owing to the Mortgagor by way of rent, licence fee, service chain or licensee (in each case whether present or future) of the Mortgaged Proper charges, rent deposits and purchase deposits owing to the Mortgagor in contribution of the mortgagor in contri	inces to the "Mortgaged Property" k of the Secured Obligations (as ned in the Second Schedule to the system of the Mortgaged of the Second Schedule of the Mortgager's of the Second Schedule of the Mortgaged Property the system of the Mortgaged Chattels") and the was or at any time of the system of					

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a venified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

Signature

Please sign the form here

Signature





This form must be signed by a person with an interest in the registration of the charge

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge

	٠	
-		
ш	п	

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

comparable to and in the currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time thereon select

- 3 commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage (including any acts necessary to release the Mortgaged Assets (as defined in the Mortgage) from this security) or in enforcing the security thereby created on a full and unqualified indemnity basis, and
- 4 any fees charged by the Bank for time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage Such fees shall be payable at such rate as may be specified by the Bank

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 5 By way of fixed charged with full title guarantee, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, the entitlement to sub share or shares and such share or shares when issued an all rights, benefits and advantages at any time arising in respect of the same (the "Shares") as a continuing security for the payment to the Bank of the Secured Obligations
- 6 By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the Mortgage) that arise in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations

The Mortgagor may not without the prior consent in writing of the Bank

- (a)(i) (except as expressly provided for in the Mortgage) sell, assign, licence, sub-licence, discount, factor or otherwise disposed of or deal in any way with, the Mortgage Assets (as defined in the Mortgage) (other than the Mortgaged Chattels)
- sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business,
- (b)(i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s)) over all or any part of the Mortgaged Assets,
 - (ii) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b)(i) above

By sub-clause 5 6(a) of the Mortgage, the Mortgagor covenanted that it would pay into its account or accounts with the Bank the proceeds of book and other debts monetary claims and chooses in action, rentals and other amounts charged by way of fixed charge under the Mortgage provided that the Bank shall be deemed to receive such rentals and other such amounts referred to therein pursuant to the fixed charge contained in that sub-clause and not pursuant to the charge over the Mortgaged Property or as Mortgagee in possession

SCHEDULE

The Freehold property known as or being

Phase 4 Glasfryn St Clears Carmarthenshire SA33 4BE

including the entirety of the property comprised in the document(s) particulars of which are set out below

Land Certificate Title Number CYM454122

Administrative Area Carmarthenshire

MG01

Particulars of a mortgage or charge

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name John Lewis
Company name Morris Roberts
Address 14/15 Spilman Street
Post town Carmarthen
County/Region Carmarthenshire
Postcode S A 3 1 1 S R
Country
DX
Telephone 01267239000

✓ Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank

✓ Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

£ How to pay

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

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS DX 481 N R Belfast 1

i Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1028446 CHARGE NO 25

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DATED 10 FEBRUARY 2010 AND CREATED BY BASMAC HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 24 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 FEBRUARY 2010

