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COMPANIES FORM No 395

117145/13

Particulars of a mortgage or charge

395

CHFP000

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

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number

26

732454

Name of Company

* FRADLEY PARK LIMITED (the "Company")

*insert full name of
company

Date of creation of the charge

15 March 2007

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

Ninth Supplemental Trust Deed dated 15 March 2007 made between Evans of Leeds Limited (1) Fradley Park Limited (2) White Rose Development Enterprises Limited (3) Mulgate Investments Limited (4) Millshaw Property Co. Limited (5) Evans (Ashford) Limited (6) Evans Homes Limited (7) FR Evans (Leeds) Limited (8) Astra House Limited (9) and The Law Debenture Trust Corporation p.l.c. (10) (the "Ninth Supplemental Trust Deed")

Amount secured by the mortgage or charge

The principal of and interest on the £100,000,000 11% First Mortgage Debenture Stock 2025 issued by Evans of Leeds Limited (formerly Evans of Leeds Plc) (the "Issuer") and all other moneys intended to be secured by a Trust Deed dated 20 September 1985 (the "Trust Deed") and the schedules attached thereto, any deed or instrument expressed to be supplemental to the Trust Deed and the schedules (if any) attached thereto (including any deed constituting or securing any Further Stock) and any other deed or instrument conferring rights on the Trustee or to which it may be a party executed or entered into pursuant to the Trust Deed or any deed supplemental thereto (the "Documents")

Name and address of the mortgagees or persons entitled to the charge

The Law Debenture Trust Corporation p.l.c.

Fifth Floor, 100 Wood Street

London

Postcode

EC2V 7EX

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

Linklaters

One Silk Street

London EC2Y 8HQ

Tel: 020 7459 2000

Ref: M Bolton

Please return
via
GL London Courier

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

258
03/04/2007

Short particulars of all the property mortgaged or charged

1 The Company charges by way of first legal mortgage in favour of the Trustee:

- (i) the property short particulars of which are all that freehold property known as Unit 2, Fradley Park, Gorse Lane, Fradley, Lichfield, Staffordshire and registered at HM Land Registry with absolute title within Title Number SF372758 together with all buildings and erections and fixtures (including trade fixtures) and fittings and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto subject to and with the benefit of the existing leases, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from encumbrances;
- (ii) the property short particulars of which are all that leasehold property known as Fradley Park Distribution Centre, Lichfield, Staffordshire and registered at HM Land Registry with absolute title under Title Number SF497184 together with all buildings and erections and fixtures (including trade fixtures) and fittings and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto subject to and with the benefit of the existing leases, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from encumbrances;

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

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed

Linklaters

Date

3 April 2007

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

Note

[†] Delete as appropriate

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, e.g. "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 including 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:-

Short particulars of all the property mortgaged or charged

(Continuation Sheet 1 of 3)

- (iii) *the property short particulars of which are all that freehold property known as Newell Unit, Gorse Lane, Fradley, Lichfield, Staffordshire WS13 8RZ and registered at HM Land Registry with absolute title within Title Number SF372758 together with all buildings and erections and fixtures (including trade fixtures) and fittings and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto subject to and with the benefit of the existing leases, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from encumbrances;*
 - (iv) *the property short particulars of which are all that freehold property known as Unit 3, Dove Close, Lichfield, Staffordshire, WS13 8SU and registered at HM Land Registry with absolute title within Title Number SF372758 together with all buildings and erections and fixtures (including trade fixtures) and fittings and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto subject to and with the benefit of the existing leases, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from encumbrances;*
 - (v) *the property short particulars of which are all that freehold property known as Unit 1, Common Lane, Fradley Park, Lichfield, Staffordshire and registered at HM Land Registry with absolute title within Title Number SF372758 together with all buildings and erections and fixtures (including trade fixtures) and fittings and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto subject to and with the benefit of the existing leases, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from encumbrances; and*
 - (vi) *the property short particulars of which are all that freehold property known as Part Zone B (Geze Limited), Blenheim Way, Fradley Park, Lichfield, Staffordshire and registered at HM Land Registry with absolute title within Title Number SF372758 together with all buildings and erections and fixtures (including trade fixtures) and fittings and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto subject to and with the benefit of the existing leases, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from encumbrances.*
- 2** By the Principal Deed, the Company has covenanted with the Trustee that it shall be bound by all the covenants and provisions of the Documents expressed to be binding on Charging Subsidiaries or which the Issuer shall be bound to procure that Charging Subsidiaries shall perform or observe; and
- 3** By the Principal Deed, the Company has irrevocably and by way of security appointed each of them the Trustee and any Receiver appointed by it under the Documents severally to be its attorney in its name and on its behalf to execute and do all assurances, deeds, acts and things which it ought to execute and do under the covenants and provisions contained in the Documents and generally to use its name in the exercise of all or any of the powers conferred by the Documents on the Trustee or any Receiver appointed by it under the Documents.

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Short particulars of all the property mortgaged or charged

(Continuation Sheet 2 of 3)

Note (1): The Ninth Supplemental Trust Deed provides that:

- 1** The Issuer or (with the consent of the Issuer and subject to the terms of the Principal Deed) any of its Subsidiaries may, at any time, add to the Mortgaged Property by specifically charging in favour of the Trustee any additional interest in the immoveable property then comprised in the Mortgaged Property and/or other immoveable property and/or by paying a sum of money to the Trustee to be held as part of the Mortgaged Property.
- 2** Neither the Issuer nor the Charging Subsidiaries (including the Company) may, in relation to any of the Mortgaged Property without the consent or concurrence of the Trustee, exercise any of the usual powers of leasing and ancillary powers conferred on a mortgagor in possession save that the Issuer and the Charging Subsidiaries (including the Company) shall be entitled (until the security for the Stock has become enforceable and the Trustee has determined or become bound to enforce the same) without such consent, to exercise statutory powers to grant or agree to grant leases or tenancies at rack rent without a premium for terms not exceeding 42 years and containing provisions for rent reviews to reflect then current market rents at intervals which accord with current market conditions, or to accept the surrender without receipt by the Issuer or the relevant Charging Subsidiary (including the Company) of a premium of leases or tenancies having an unexpired portion not exceeding 42 years for the purpose of granting any term not exceeding 42 years and containing any rent review provisions as above.
- 3** The Issuer and the Company covenant with the Trustee that they will not, without the previous written consent of the Trustee, dispose of any part of the equity of redemption of the Mortgaged Property except to the Issuer or a Charging Subsidiary, or except by way of charge.
- 4** The security constituted under the Trust Deed shall become enforceable if the Issuer or any Charging Subsidiary shall create or purport to create or permit any mortgage, charge or lien ranking or which by any means within the control of the Issuer or any Charging Subsidiary may be made to rank on the Mortgaged Property or any part thereof pari passu with or in priority to the security constituted by the Documents over the Mortgaged Property.

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name of Company
FRADLEY PARK LIMITED

Company Number
732454

Short particulars of all the property mortgaged or charged

(Continuation Sheet 3 of 3)

Note (2): In this Form and its continuation sheets, except to the extent that the context requires otherwise:-

"Charging Subsidiary" means the Original Charging Subsidiaries and any other Subsidiary which shall have charged by way of first specific security in favour of the Trustee any of its immoveable property or which shall have paid to the Trustee, so as to form part of the Mortgaged Property, a sum of money (in so far as any such company shall not for the time being have ceased to be a Charging Subsidiary pursuant to the provisions of the Documents)

"Mortgaged Property" means the freehold and leasehold properties expressed under the Documents to be charged by way of first specific security in favour of the Trustee and all other immovable property and all capital moneys and investments representing the same and other moneys which at any time shall or ought pursuant to any provision of the Documents to be assured to or mortgaged or charged in favour of or held by the Trustee by way of first specific security for the payment of the principal moneys and interest on the Stock and other moneys intended to be secured by the Documents

"Principal Deed" means the trust deed dated 20 September 1985 made between the Issuer, F.R.Evans (Leeds) Limited, and other Subsidiaries and the Trustee (together with all deeds supplemental thereto, the **"Trust Deed"**)

"Stock" means the Original Stock and any Further Stock

"Subsidiary" means a subsidiary (as defined by Section 736 of the Companies Act 1985) for the time being of the Issuer

"Trustee" means The Law Debenture Trust Corporation p.l.c. or other the Trustees or Trustee for the time being of the Documents

"Further Stock" means any stock which may be created and issued by the Issuer pursuant to Clause 3 of the Principal Deed or, as the case may be, the amount thereof for the time being issued and outstanding

"Receiver" includes a receiver administrator and manager and an administrative receiver

"Original Charging Subsidiaries" means F.R. Evans (Leeds) Limited, Millshaw Property Co. Limited, Mulgate Investments Limited and Sealand Properties Limited

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00732454

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A NINTH SUPPLEMENTAL TRUST DEED DATED THE 15th MARCH 2007 AND CREATED BY FRADLEY PARK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE LAW DEBENTURE TRUST CORPORATION P.L.C. 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 3rd APRIL 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th APRIL 2007.

L. Carzels



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —