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CHFP041

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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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



03101507

Name of company

*Farmer and Carlisle Leicester Limited ("the Chargor")

Date of creation of the charge

8 December 2006

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

Assignment of Building Contract by way of security granted by the Chargor
to the Chargee ("the Assignment")

Amount secured by the mortgage or charge

All monies and all obligations and liabilities whether actual or
contingent now or hereafter due, owing or incurred by the Chargor to the
Chargee together with interest to the date of payment at such rates and
upon such terms as may from time to time be agreed and all commission
fees and other charges and all legal and other costs and expenses
incurred by the Chargee in relation to the Chargor or the assets and
rights mortgaged or charged by the Assignment on a full indemnity basis.

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

Toyota Financial Services (UK) Plc whose registered office is at Great
Burgh, Burgh Heath, Epsom, Surrey ("the Chargee")

Postcode KT18 5UZ

Presenter's name, address and
reference (if any):

Lester Aldridge
Russell House, Oxford
Road
BOURNEMOUTH
Dorset BH8 8EX
DX 7623 Bournemouth 1
3.RXC.SXB.TOY.4.13

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

THURSDAY



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A46

21/12/2006

313

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Chargor assigns to the Chargee absolutely and with full title guarantee (but subject to redemption upon payment of all moneys and the discharge of all obligations and liabilities covenanted to be paid under the Assignment or otherwise secured by the Assignment);

1. all the rights, titles, benefits and interests of the Chargor whatsoever present and future whether proprietary, contractual or otherwise under or arising out of or evidenced by the the building contract (JCT 98WCD) entered into between the Chargor and HP Construction Limited dated 18 September 2006 as from time to time varied, extended or replaced ("the Assigned Document") including but not limited to all claims for damages or other remedies in respect of any breach thereof;

2. all book and other debts revenues and claims both present and future (including things in action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to the Chargor under or by virtue of the Assigned Document or in connection with the rights of the Chargor evidenced thereby (including all claims against insurers) and the present and future rights, titles, benefits and interests of the Chargor to

(CONTINUED ON CONTINUATION SHEET 1, PAGE 4)

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

† Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Heather Aldridge

Date

20/12/06

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

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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

03101507

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

Name of company

Farmer and Carlisle Leicester

Limited*

*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)

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Com 395cont-2/4

Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
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Please complete
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Short particulars of all the property mortgaged or charged (continued)

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or in the same together with all rights and remedies relating to or for enforcing the Assigned Document in the name of the Chargor or otherwise including but not limited to all reservation of proprietary rights, rights of tracing and all other rights and remedies of whatsoever nature now or hereafter held by the Chargor in respect of all or any of the foregoing and all moneys from time to time becoming due or owing thereunder or in connection therewith but so that the Chargee shall not in any circumstances incur any liability whatsoever in respect of any of the foregoing.

The Chargor covenants with the Chargee in the Assignment that during the continuance of the Assignment the Chargor will not (without the prior written consent of the Chargee) create or attempt to create or permit to subsist any mortgage, debenture, charge, pledge, lien or encumbrance on or over:

1. the Assigned Document; or
2. the debts, revenues, claims, assets, rights, remedies, benefits and interests assigned under the Assignment both present and future,

("together the Assigned Assets") or any part thereof or interest therein or sell assign discount factor or otherwise dispose of any of the same or attempt or agree so to do.

The Chargor also covenants with the Chargee in the Assignment that during the continuance of the Assignment the Chargor will not further assign the Assigned Assets.

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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. 03101507

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF BUILDING CONTRACT DATED THE 8th DECEMBER 2006 AND CREATED BY FARMER AND CARLISLE LEICESTER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TOYOTA FINANCIAL SERVICES (UK) PLC 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 21st DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JANUARY 2007.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —