

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

727918/165

# 395

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

[a] [ ] [ ] [ ]

2444254

Name of company

\* Notting Hill Developments Limited ("the Company")

Date of creation of the charge

19 November 2008

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

Assignment by way of Security of Guarantee ("the Assignment") made between  
(1) the Company and (2) AIB Group (UK) PLC ("the Bank")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities, now or hereafter expressed to be  
due, owing or incurred to the Bank by the Company or covenanted by the  
Company to be performed under or in connection with the Facility Agreement,  
when the same become due for payment or discharge.

Facility Agreement means an uncommitted rolling credit facility agreement  
dated 27 December 2007 made between (1) the Company and Canonbury  
Developments Limited and (2) the Bank.

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

AIB Group (UK) PLC  
9-10 Angel Court, London

Postcode EC2R 7AB

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

Penningtons Solicitors LLP  
Abacus House  
33 Gutter Lane  
London  
EC2V 8AR

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



\*A8H8X58H\*

A40

29/11/2008

117

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

By way of absolute assignment to the Bank with full title guarantee, all the Company's present and future right, title and interest (whether contractual, proprietary or any other kind) under or in connection with the Contract.

The Contract means the Guarantee Bond dated 19 March 2008 made between (1) Higgins Construction Plc (2) Euler Hermes Guarantee Plc and (3) the Company.

NB: The Assignment contains (inter alia) the following additional restrictions prohibiting the Company without the prior consent of the Bank from:

- a) creating or permitting to subsist any Encumbrance over the Assigned Assets;
- b) selling, transferring, assigning or otherwise disposing of the Assigned Assets;
- c) rescinding or otherwise terminating the Contract;
- d) agreeing to any amendment, termination or novation of the Contract;
- e) waiving or compromising any of its rights under the Contract.

95

Particulars as to commission allowance or discount (note 3)

N/A

Signed *Pennington Solicitors LLP*

Date 21.11.08

On behalf of ~~XXXXXX~~ [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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Please do not write in this margin

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

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

†delete as appropriate



FILE COPY

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

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

COMPANY NO. 2444254  
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 19  
NOVEMBER 2008 AND CREATED BY NOTTING HILL  
DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO AIB GROUP  
(UK) PLC 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 29 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 DECEMBER  
2008



Companies House  
— for the record —

*Prue*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES