

Please do not write in this margin

## COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



FAY

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

\*Insert full name of company

To the Registrar of Companies

For official use Company number

WIW

2871684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

18 February 1994

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

Legal Mortgage dated 18 February 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Lender") (2)

Amount secured by the mortgage or charge

the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to he paid or otherwise secured by the Charge

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

PORTMAN BUILDING SOCIETY, Portman H	ouse, Rich	mond Hill,
Bournemouth, Dorset		
		T BH2-GEP
	Postcode	D112 GE

21 FEB 1994

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

Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

Time critical reference

For official use Mortgage section

REGISTERIE

2 2FEB 1994



1

Short particulars of all the property mortgaged or charged

The Borrower as beneficial owner charges:-

- 1.1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- 1.2 estate right interest and title of the Borrower in it by way of first legal mortgage the goodwill and any uncalled capital for the time being of the Borrower
- 1.3. by way of first floating charge all the undertaking of the Borrower and all its other property assets and rights whatsoever and whereseever both present and future including (but without limitation) moveable plant machinery implements utensils building materials furniture and equipment belonging to the Borrower
- 1.4 By way of first fixed charge all monies from time to time standing to the credit of the Specially Designated Account as defined in the Charge

continued

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

Particulars as to commission allowance or discount (note 3)

N/A

.

Signed

On behalf of fee:npart/}-[mortgagee/chargee]\*

Date 18 Flldwy 1994

\*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 diff 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.

Please do not write in this margin

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

1.5. by way of assignment the benefit of each Option Deed or Deed of Variation of Option deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV PLC (1) and the Borrower (2) or between Ridgeway Rentals V PLC (1) and the Borrower (2) or between Ridgeway Rentals VI PLC (1) and the Borrower (2)

AND

the Borrower as Beneficial Owner assigns to the Lender all its right title and interest 1.6. in and to all the Rents Subject only to the proviso for redemption contained later in the charge

THE SCHEDULE (Description of Mortgaged Property and estate held)

Title Number	Property	Estate
K 112543	198 Windmill Road Gillingham Kent	Freehold
DN 229160	Courtenay Sampford Peverell Tiverton Dovon	Freehold
DN 195402	78 Dockray Close Esover Plymouth Devon	Freehold
WM 480213	64 Grove Road Birmingham B11 4DE	Freehold
ST 31642	7 Mulberry Court Stonebridge Frome	Freehold
ESX 55210	Zelsia Western Road Crowborough	Freehold
NGL 183052	41 Harrow Road Wembley Middlesex	Freehold
EX 421452	74 Southwark Path Basildon Essex	Freehold
to be allocated	16 Kings Road Aldershot Hants	Freehold
EGL 184767	55 Caister Park Road Stratford London	Freehold
HP 240886	5 The Spinney Rowner Gosport Hants	Freehold
DT 146329	40 Wavell Road Waterloo Poole	Freehold
DN 260623	2 Severn Cottages Strete Dartmouth Devon	Freehold
DN 259460	33 Staple Close Believer Plymouth Devon	Freehold
DN 97651	1 Ocean Street Keyham Plymouth Devon	Freehold
SX 157455	34 Noah's Ark Lane Lindfield West Sussex	Freehold
H1 13840	17 Percy Road Hastings East Sussex	Freehold



### FACSIMILE TRANSMISSION

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Position Mof	gage S	ection	3	Position	CONVEYANCING M	WYAGER
Company Och	er bleggy	utin of	in	Departme	ent LEGAL	
Fax.No.	12-3	38083	27	Fax.Nu.	0202-414569	
No, of pages including this one		Date 22	12/94	Telephone	9 No. 0202-414587	Ext.

#### MESSAGE

Mortgano Deal 18/2/94 Portman Building Soviety and Paridantial Property Reversins V Limited

The principal around second is 1778,000.

THIS MESSAGE IS CONFIDENTIAL. IT MAY NOT BE DISCLOSED TO, OR USED BY, ANYONE OTHER THAN THE ADDRESSEE. IF YOU RECEIVE THIS MESSAGE IN ERROR, PLEASE ADVISE THE SENDER IMMEDIATELY

13GEN(06/93)

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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. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 18th FEBRUARY 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £778,000 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE FACILITY LETTER AND THIS DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd FEBRUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd FEBRUARY 1994.

1

for the Registrar of Companies

DX 23/2/94



Please do not write in this margin

#### COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985





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

\*Insert full name of company

To the Registrar of Companies

For official use Company number
2871684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

25 February 1994

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

Legal Mortgage dated 25 February 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Lender") (2)

Amount secured by the mortgage or charge

The sum of Three hundred and eleven thousand two hundred and fifty pounds (£311,250) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a sertified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTMAN-BUILDING-SOCIETY,-Portman-Ho	ouse_Richi	mond_Hill,	
Bournemouth, Dorset		····	
	Postcode	BH2 6EP	

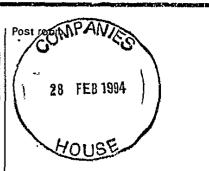
28 FEB 1994

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

Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

Time critical reference





The Borrower as beneficial owner charges:-

- 1.1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- 1.2. by way of assignment the benefit of each Option Deed or Deed of Variation of Option deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV PLC (1) and the Borrower (2) or between Ridgeway Rentals V PLC (1) and the Borrower (2)

AND

1.3. the Borrower as Beneficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

Particulars as to commission allowance or discount (note 3)

N/A

Signed

On behalf of [company] [mortgagee/chargee]\*

Date 25/2/94

\*Delete as appropriate

Please do not write in

Please complete

lettering

legibly, preferably in black type or bold block

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#### 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.

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

# THE SCHEDULE Description of Mortgaged Property and estate held)

Title Number	Property	Estate
GR 30522	18 Birchmore Road Gloucester	Freehold
ST 13287	40 Knightcott Park Banwell	Freehold
WM 265135	35 Webster Close Sutton Coldfield	Freehold
HW 6834	153 Hoarwithy Road Putson	Freehold
HP 217764	1 Rosea Cottages Kingston	Freehold
EGL 129881	74 Napier Road London E6	Freehold

Page 4

THE REPORT OF THE PROPERTY OF





# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 25th FEBRUARY 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £311,250 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE FACILITY LETTER AND THE SECURITY DOCUMENTS (AS DEFINED) AND THIS DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th FEBRUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd MARCH 1994

J. M. EVANS

for the Registrar of Companies

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### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



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

\*Insert full name of company

To the Registrar of Companies

For official use Company number

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

4 March 1994

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

Legal Mortgage dated 4 March 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Londor") (2)

Amount secured by the mortgage or charge

The sum of Five hundred and ninety two thousand pounds (£592,000; the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under this terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTMAN-BUILDING-SOCIETY, Portman-House, Richmond-Hill, Pourse auth Dozant

Bournemouth, Dorset

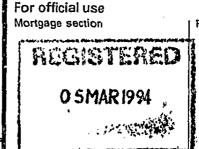
Postcode

BH2 6EF

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

Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

Time critical reference





The Borrower as beneficial owner charges:-

- 1.1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- 1.2 by way of assignment the benefit of each Option Deed or Deed of Variation of Option deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV PLC (1) and the Borrower (2) or between Ridgeway Rentals V PLC (1) and the Borrower (2) or between Ridgeway Rentals VI PLC (1) and the Borrower (2)

AND

1.3 the Borrower as Beneficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

MAD

Date 43/94

On behalf of corapany [mortgagee/chargee]\*

\*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.

Page 2

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

# THE SCHEDULE Description of Mortgaged Property and estate held)

Title Number	Property	Estate
K 484663	24 Selwyn Drive Broadstairs Kent	Freehold
WT 92147	6 Crosby Walk Park South Swindon	Freehold
WT 56300	20 Poulton Bradford on Avon Wilts	Freehold
NGL 156865	71 Melford Road Leytonstone London	Freehold
HP 152930	41 Seaview Road Hayling Island Hants	Freehold
to be allocated	Ivy Cottage 17 Anchor Road Coleford	Freehold
To be allocated	22 Assisi Road Salisbury Wiltshire	Freehold
WSX 100404	Old Barn Cottages School Lane Washington	Freehold
WSX 127176	23 Warren Way Barnham Bognor Regis	Freehold
HP 469235	55 Cundell Way Kings Worthy Winchester	Freehold
HP 243895	6 Harrow Down Badger Farm Winchester	Freehold

### FILE COPY



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 4th MARCH 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £592,000 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE FACILITY LETTER AND/OR THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th MARCH 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MARCH 1994.

R. M. GROVES

for the Registrar of Companies



write in this margin COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

"Insert full name of company

To the Registrar of Companies

For official use Company number

2871684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

11 March 1994

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

Legal Mortgage dated 11 March 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the ondor") (2)

Amount secured by the mortgage or charge

The sum of Three hundred and eighteen thousand five hundred pounds (£318,500) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Bonover under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTMAN BUILDING SOCIETY, Portman House, Richmond Hill,

Bournemouth, Dorset

Postcode

BH2 6EP

d 4 MAR 1994

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

> Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

Time critical reference

For official use Mortgage section

REGISTERE

12MAR 1994



Short particulars of all the property mortgaged or charged

The Borrower as beneficial owner charges:-

- 1.1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- 1.2 by way of assignment the benefit of each Option Deed or Deed of Variation of Option Deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV PLC (1) and the Borrower (2) or between Ridgeway Rentals V PLC (1) and the Borrower (2) or between Ridgeway Rentals VI PLC (1) and the Borrower (2)

AND

1.3 the Borrower as Beneficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

Please complete

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

M

Date

11/3/94

\*Delete as appropriate

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 instrumen eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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.

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

# THE SCHEDULE Description of Mortgaged Property and estate held

Title Number	Property	Estate
SGL 461234	FFF 6 Tynemouth Road Mitcham Surrey	Leasehold
HP 184846	Flat 7 Ophir Court 8 Kent Road Southsea	Leasehold
DT 172022	237a Charminster Road Bournemouth	Leasehold
NGL 656455	78a Vaughan Road Harrow Middlesex	Leasehold
ON 60213	68 Ormond Road Lea Park Thame	Leasehold
HP 395704	3rd and 4th FF 272 Meggeson Avenue Southampton Hampshire	Leasehold
K692051	23 Priory Way Tenterden Ashford	Leasehold
ESX 45622	LGFF 118 Trafalgar Road Portslade	Leasehold
AV 181671	6 Willow Close Willowfield Radstock	Leasehoid
BK 214165	9 Willowtree Glade Calcot Reading	Leasehold

Page 4

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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. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 11th MARCH 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £318,500 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE CHARGE, THE FACILITY LETTER AND ALL DOCS DEFINED AS SECURITY DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th MARCH 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th MARCH 1994.

.i. M. EVANS

for the Registrar of Companies



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# COMPANIES FORM No. 395

# Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



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

\*Insert full name of company

To the Registrar of Companies

For official use Company number

[ 1175] 2871684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

31 March 1994

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

Legal Mortgage dated 31 March 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Londor") (2)

Amount secured by the mortgage or charge

The sum of one million and sixty eight thousand pounds (£1,068,000) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

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PORTMAN BUILDING SOCIETY	', Portman House, Richii	10110 13111,
		and the state of t
Bournemouth, Dorset		
	Postcode	BH2 6EP
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-5 APR 190,

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

Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

Time critical reference





Short particulars of all the property mortgaged or charged

The Borrower as beneficial owner charges:-

- 1.1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- 1.2 by way of assignment the benefit of each Option Deed or Deed of Variation of Option deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV Plc (1) and the Borrower (2) or between Ridgeway Rentals V Pic (1) and the Borrower (2) or between Ridgeway Rentals VI Pic (1) and the Borrower (2)

AND

the Borrower as Beneficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

Please complete

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legibly, preferably in black type or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed 1

Date

31 March 1994

On behalf of [eompany] [mortgagee/chargee]

Delete as appropriate

#### Notes

- 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, abould be given.
- 3. In this section there should be inserted the amount or rate per cent. of the commission, allowence 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 sheat.

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

#### THE SCHEDULE

Description	of M	ortoaged	Property	and	astate	held)	
Cescribile	O1 17	เบเนนสนยน	LIUDUILA	ariu	031816	110101	

Title Number	Property	Estate
ESX 191120	42 Hillway Billericay Essex	Freehold
DN 91957	30 Cowick Lane St Thomas Exeter	Freehold
WA 230924	156 Broadway Treforest Pontypridd	Freehold
CL 65081	15 Glendale Crescent Mount Hawke Truro	Freehold
BM 23272	62 Herbert Road Micklefield High Wycombe Bucks	Freehold
to be allocated	Wellcote Church Lane Eardisland Leominster	
	Hereford & Worcester	Freehold
to be allocated	The Corner House Freezeshah Road	
	Devizes Wiltshire	Freehold
HP 338917	4 Alverstone Milton Portsmouth	Freehold
WT 51623	35 Bayleaf Avenue Haydon Wick Swindon	Freehold
CL 10352	47 Frobisher Drive Saltash Cornwall	Freehold
BK 85654	9 Enborne Grove Newbury Berkshire	Freehold
LN 218473	52 Pathfield Road London SW16 5NZ	Freehold
вк 288033	36 Dene Way Donnington Newbury	Freehold
WSX 125644	24 Hillview Road Findon Valley Worthing	Freehold
DN 225757	57 Lymington Road Torquay Devon	Freehold
DT 77357	38 Symes Road Hamworthy Poole	Freehold
AV 17570	6 Lime Close Worle Weston Super Mare	Freehold
EX 408271	8 Goldcrest Close Longbridge Park	
	Colchester Essex	Freehold
ESX 83837	35 Cricketfield Newick East Sussex	Freehold
NGL 446637	20 Philpotts Close Yiewsley	Freehold
BM 62442	21 Barrie Close Hayden Hill Aylosbury	Freehold
HW 17734	74 Belmont Street Worcester	Freehold

Names, addresses and descriptions of the mortgagees or persons emitted to the charge (continued) iease do not miti in this rargin lease complete egibly, preferably a black type, or sold block lettering Page 3





# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 0287 1684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 31st MARCH 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £1,068,000 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE CHARGE, THE FACILITY LETTER AND THE OTHER SECURITY DOCUMENTS DEFINED THEREIN WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st APRIL 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th APRIL 1994.

for the Registrar of Companies

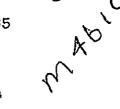




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Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985





lease complete gibly, preferably black type or old block ttering

nsert full name of company

To the Registrar of Companies

For official use Company number

6.0

2871684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

29 April 1994

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

Legal Mortgage dated 29 April 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Lender") (2)

Amount secured by the mortgage or charge

The sum of Two Hundred and Twenty One Thousand Pounds (£221,000) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTMAN BUILDING SOCIETY, Portman House, Richmond Hill,
Bournemouth, Dorset

Postcode

BH2 6EP

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

Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

-4 MAY 1994.

For official use

Mortgage section



Time critical reference

The Borrower as beneficial owner charges:-

- by way of first legal mortgage the Mortgaged Property appearing in the 1.1 schedule below
- by way of assignment the benefit of each Option Deed or Deed of Variation 1.2 of Option Deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV Plc (1) and the Borrower (2) or between Ridgeway Rentals V Plc (1) and the Borrower (2) or between Ridgeway Rentals VI Plc (1) and the Borrower (2)

AND

the Borrower as Beneficial Owner assigns to the Lender all its right title and 1.3 interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

Please do not this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

\*Delete as appropriate

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 witere 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.

Page 2

OYEZ The Solicitors' Law Statlonery Society Ltd, Oyez House, 7 Spa Read, London SE16 300

1985 Edition 9.93 F26734 5010503

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

#### THE SCHEDULE

(Description of Mortgaged Property and estate held)

Title Number	Property .	Estate
NGL 71192	2 Soham Road Enfield Middlesex	Freehold
MX 48987	33 Monks Park Wembley Middlesex	Freehold
To be allocated	9 St Day Road Redruth Cornwall	Freehold

FILE COPY



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 29th APRIL 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £140,000 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE CHARGE AND THE SECURITY DOCUMENTS ( AS DEFINED ) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th MAY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MAY 1994.

1.11. Wans

J. M. EVANS

for the Registrar of Companies

D/5.04



## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



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

\*Insert full name of company

To the Registrar of Companies

2 Kg

For official use Company number

Mull

2871684

Name of company

\* Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

29 April 1994

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

Legal Mortgage dated 29 April 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Legder"). (2)

Amount secured by the mortgage or charge

The sum of One Hundred and Forty Thousand pounds (£140,000) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTMAN BUILDING SUCIETY, Portman House, Richmond Hill,				
Bournemouth, Dorset				
	Postcode	8H2 6EP		

College Veller

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

Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP

Ref: LS/MH

Time critical reference

For official use Mortgage section

REGISTERED

-4 MAY 1994



The Borrower as beneficial owner charges:-

- 1.1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- 1.2 by way of assignment the benefit of each Option Deed or Deed of Variation of Option Deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV Plc (1) and the Borrower (2) or between Ridgeway Rentals V Plc (1) and the Borrower (2) or between Ridgeway Rentals VI Plc (1) and the Borrower (2)

AND

the Borrower as Beneficial Owner assigns to the Lender all its right title and 1.3 interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

Particulars as to commission allowance or discount (note 3)

N/A

Signed

On behalf of [company] [mortgagee/chargee]\*

\*Delete as appropriate

Please do not write in

Please complete legibly, preferably in black type or

this margin

bold block lettering

#### 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.

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

#### THE SCHEDULE

(Description of Mortgaged Property and estate held)

Title Number	Property .	Estate
NGL 358478	GFF (Flat 3) 47 Ravensdale Road Stamford Hill	Leasehold
BK 75055	2FF (Top Flat) 307 Oxford Road Reading Berkshire	Leasehold
ST 66801	Flat 1 14 The Esplanade Burnham on Sea	Leasehold
DT 139711	1B Adeline Road Boscombe Bournemouth	Leasehold
AV 149051	Roof Top Apartment Flat 6 16 Grosvenor Place Bath Avon	Leasehold
ESX 181373	GFF 14 Buckingham Place Brighton Sussex	Leasehold

FILE COPY



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 29th APRIL 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £221,000 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE CHARGE AND THE SECURITY DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th MAY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MAY 1994.

J. T. Wards

J. M. EVANS

for the Registrar of Companies

DX 94 6-5.94









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### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985





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

\*Insert full name of company

To the Registrar of Companies

For official use Company number

[SING

2871684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

17 June 1994

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

Legal Mortgage dated 17 June and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Lender") (2)

Amount secured by the mortgage or charge

The sum of Five hundred and sixty nine thousand seven hundred and fifty pounds (£569,750) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTMAN BUILDING SOCIETY, Portman House, Richmond Hill,

Bournemouth, Dorset

Postcode

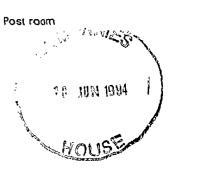
BH2 6EP

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

Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

Time critical reference





The Borrower as beneficial owner charges:-

- by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- 1.2 by way of assignment the benefit of each Option Deed or Deed of Variation of Option deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV Plc (1) and the Borrower (2) or between Ridgeway Rentals V Pic (1) and the Borrower (2) or between Ridgeway Rentals VI Pic (1) and the Borrower (2)

AND

The Borrower as Beneficial Owner assigns to the Lender all its right title and 1.3 interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date

17 June 1994

On behalf of [company] [mortgagee/chargee]\*

\*Delete as appropriate

Please do not

Please complete

legibly, preferably

in black type or bold block

lettering

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#### 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.

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

# THE SCHEDULE Description of Mortgaged Property and estate held)

Title Number	Property	Estate
	45 Rogers Meadow Marlborough	Freehold
WM127411	24 Bassett Croft Small Heath Birmingham	Freehold
DT163853	14 Willow Tree Rise East Howe Bournemouth	Freehold
DT208691	2 Fernbrake 3 Branksome Wood Road	
	Bournemouth Dorset	Freehold
BK29378	22 Bowfell Close Tilehurst Reading	Freehold
SX 93024	11 De La Warr Road East Grinstead	Freehold
ESX120734	2 Yew Tree Cottages North Chailey Lewes	Freehold
WA508410	Copper Beach Main Road Kelgetty Dyfed	Freehold
HP200348	62 Magnolia Road Merry Oak Birmingham	Freehold
DN 284753	14 Marlborough Way Marlborough Road	
	Ilfracombe Devon	Freehold
BM62442	21 Barrie Close Aylesbury Bucks	Freehold

FILE COPY



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 17th JUNE 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £569,750.00 DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE CHARGE OR ON ANY ACCOUNT WHATSOEVER AND ALL OTHER AMOUNTS DUE UNDER THE TERMS OF THE FACILITY LETTER AND ALL DOCUMENTS DEFINED THEREIN AS SECURITY DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th JUNE 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JUNE 1994.

I M EVANO

J. M. EVANS

for the Registrar of Companies



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# Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



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

\*Insert full name of company

To the Registrar of Companies



For official use Company number

19 IUI

2871684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

24 June 1994

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

Legal Mortgage dated 24 June 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Legder") (2)

Amount secured by the mortgage or charge

The sum of one hundred and forty five thousand five hundred pounds £145,500; the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTMAN BUILDING SOCIETY, Portman Ho	ouse, Richr	nond Hill,			
Bournemouth, Dorset					
	Postcode	BH2 6EP			

29 JUN 1994

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

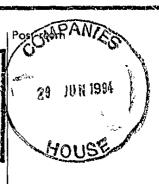
Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: I.S/MH

Time critical reference

For official use Mortgage section

REGISTERED

29 JUN 1994



The Borrower as beneficial owner charges:-

- 1.1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- by way of assignment the benefit of each Option Deed or Deed of Variation of Option Deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV Plc (1) and the Borrower (2) or between Ridgeway Rentals V Plc (1) and the Borrower (2) or between Ridgeway Rentals VI Plc (1) and the Borrower (2)

AND

1.3 the Borrower as Beneficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

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)

N/A

Signed

On behalf of [company] [mortgagee/chargee]\*

Date 1 / 1000 1994

\*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 was 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.

Page 2

\* \* \* \* \*

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

THE SCHEDULE
Description of Mortgaged Property and estate held

	Describitor of Mortaged Liebarry and a	
Title Number	Property	Estate
TGL 48745	15 Lions Close Marvels Lane Mottingham	Leasehold
WSX 47835	13 Timberlands Bradfields Crawley West Sussex	Leasehold
EX 357518	Flat 2 1 Whitefriars Crescent Westcliffe on Sea	Leasehold
To be allocated	5 Foundry Court High Street	Leasehold

Dorchester

**FILE COPY** 



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 24th JUNE 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £145,500 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE SECURITY DOCUMENTS (AS DEFINED) AND THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th JUNE 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st JULY 1994.

for the Registrar of Companies





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

\*Insert full name of company

#### COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use Company number 2871684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

5 August 1994

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

Legal Mortgage dated 5 August 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Landar"), (2)

Amount secured by the mortgage or charge

The sum of six hundred and six thousand pounds (£606,000) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTMAN BUILDING SOCIETY, Portman House, Richmond Hill, Bournemouth, Dorset Postcode BH2 6EP

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

Solic, ars to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP

Ref: LS/MH

registered 13 AUG 1994

For official use

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COMPANIES HOUSE

T 3 AUG 1994

Time critical reference

The Borrower as beneficial owner charges:-

- by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- by way of assignment the benefit of each Option Deed or Deed of Variation of Option Deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV PLC (1) and the Borrower (2) or between Ridgeway Rentals V PLC (1) and the Borrower (2) or between Ridgeway VI PLC (1) and the Borrower (2)

AND

1.3 the Borrower as Beneficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

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)

N/A

Signed

On behalf of [company] [mortgagee/chargee]\*

Date 8/8/94

\*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.

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

# THE SCHEDULE (Description of Mortgaged Property and estate held)

Title Number	Property	Value
K 211828	102 Clare Road Whitstable Kent CT5 5PL	£76,000
EGL 136362	83 Windsor Road Leyton London E10 5PL	£48,000
WM 489872	22 The Parade Cradley Heath Warley West Midlands B64 6LE	£30,000
WK 181581	352 Grange Road Longford Coventry CV6 6DE	£25,000
BK 18185	48 Field Road Reading Berkshire	£37,000
to be allocated	18 Bedford Avenue Bognor Regis West Sussex	£47,500
to be allocated	9 Boden Street Chard Somerset	£34,000
HP 201197	17 Brookside Hounsdown Totton Southampton	£49,000
WT 24186	144 Elmore Eldene Swindon Wiltshire	£40,000
to be allocated	25 Fairview Close Great Woodley Romsey Hants	£55,000
AV 17£436	7 Frome Road Bath Avon BA2 20D	£46,000
SHK 294003	Plot 60 Beartree Road Parkgate Rawmarsh Rotherham	£37,000
NT 100983	6 Beaconsfield Street Hyson Green Nottingham	£32,500
DT 107638	62 Gloucester Road Boscombe Bournemouth BH7 6JA	£49,000

Page .

FILE COPY



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 5th AUGUST 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £606,000 AND ALL OTHER MONIES DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE SECURITY DOCUMENTS (AS DEFINED) AND THIS CHARGE. WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th AUGUST 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th AUGUST 1994.

B. M. Girans

for the Registrar of Companies





Please do not write in this margin

#### COMPANIES FORM No. 395

### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

\*insert full name of company

To the Registrar of Companies

For official use Company number

2871684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

12 August 1994

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

Legal Mortgage dated 12 August 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Lender") (2)

Amount secured by the mortgage or charge

The sum of Four hundred and eight thousand pounds (£408,000) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTMAN BUILDING SOCIETY, Portman Ho		
Bournemouth, Dorset	······································	
	Postcode	BH2 6EP

Presentor's name, address and reference (if anv):

> Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

Time critical reference

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COMPANIES HOUSE 18 AUG 1994

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The Borrower as beneficial owner charges:-

- 1.1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- by way of assignment the benefits of each Option Deed or Deed of Variation of Option deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV Fig (II) and the Borrower (2) or between Ridgeway Rentals VI Plo (II) and the Borrower (2) or between Ridgeway Rentals VI Plo (II) and the Borrower (2)

AND

1.3 The Borrower as Beneficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

Particulars as to commission allowance or discount (note 3)

N/A

Signed

What -

Date

12 August 1994 .

On behalf of fcompany} [mortgagee/chargee]\*

\*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.

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Page 2

OXFZ. The Solicitors' Law Stationery Society Ltd, Oyez House, 7 Spa Rnad, London SE 16 3QQ

## THE SCHEDULE Description of Mortgaged Property and estate held)

Pieuse complete legibly, preferably in block type, or hold block tertains

			in in
Title Number	Property	Value	ib
NGL 453130	FFF 1 Libra Mansions 575 577 Roman Road Bow London E3 2HR	£43.70	0
BK 275301	7 Middlefield Court Ruscombe Twyford Berkshire	£45.00	9
NGL 244338	143a Mortimer Road Willesden London	£50,00	0
BK 181520	168 Windsor Road Slough Berkshire	£38,00	0
AV 174365	Garden Flat (Basement) 14 All Saints Road Clifton Bristol Avon	£58,00	0
CL 63260	GFF 2B Chywoone Avenue Newlyn Penzance Cornwall	£18,00	0
BK 183610	112b The Crescent Chalvey Slough Berkshire	£28,00	0
BK 9843	147 Kentwood Hill Tilehurst Totton Hampshire	£38,0C	0
NGL 297035	32 The Colonnades Portchester Square Landon W2	20,0¢	0



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 12th AUGUST 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £408,000 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE FACILITY LETTER. THE SECURITY DOCUMENTS (AS DEFINED) AND THIS DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th AUGUST 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd AUGUST 1994.

for the Registrar of Companies



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## Particulars of a mortgage or charge

Pursuant to section 335 of the Companies Act 1985



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

"Insert full name of company To the Registrar of Companies

Frofficial use Company number 2871684

Name of company

- Residential Fragerty Reversions V Limited ('the Borrower')

Date of creation of the charge

19 August 1994

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

Legal Mortgage dated 19 August 1994 and made between the Residential Property Reversions V Limited (1) and Fortman Building Society ("the Lender") (2)

Amount secured by the mortgage or charge

The sum of seven hundred and eighty one thousand pounds (£781,009) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTMAN BUILDING SUCIETT, PORTMAN HO	use, racini	forto Mili,
Bournemouth, Dorset	· · · · · · · · · · · · · · · · · · ·	
	Postcode	BH2 6EP

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

Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

Time critical reference

For official use Mortgage section

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The Borrower as beneficial owner charges:-

T.1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below

1.2. by way of assignment the benefit of each Option Deed or Deed of Variation of Option deed relating to the Montgaged Property and made either between Ridgeway Rentals IV Pic (1) and the Borrower (2) or between Ridgeway Rentals VI Pic (1) and the Borrower (2) or between Ridgeway Rentals VI Pic (1) and the Borrower (2)

13. The Borrower as Ecceficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

WALL -

19 August 1994

Date

On behalf of feempary] [mortgagee/chargee]\*

\*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.
- 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.

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

## THE SCHEDULE Description of Mortgaged Property and estate held

Title Number	Property	Estate
LA 47302	37 Kingsway Avenue Levenshulme Manchester	Freehold
WA 302322	75 Granston Square Fairwater Cwmbran Gwent NP44 4QF	Freehold
WT 59577	2 The Knapps St Georges Road Semington Trowbridge	Freehold
SGL 531984	27 Lebanon Road Croydon Surrey	Freehold
SX 149734	32 Elm Drive Hove East Sussex	Freehold
WSX 7168	24 Wantley Road Findon Valley Worthing	Freehold
SGL 56799	7 Holmewood Road South Norwood London	Freehold
To be allocated	3 Ivydale Cottages Nett Road Shrewton	Freehold
WSX 122720	58 Gordon Road Fishergate Portslade	Freehold
DN 202226	3 Cooks Cross South Molton Devon	Freehold
DT 150305	34 Grove Road Wimborne Dorset	Freehold
HP 81226	26 Banock Road Whitwell Isle of Wight	Freehold
WT 88604	Briars Cottage 30 Peppercorn Orchard	
WK 3119 <b>7</b> 5	Great Hinton Trowbridge Wiltshire	Freehold
WK 3119 <b>7</b> 5	68 Beverley Avenue Nuneaton Warwicks	Freehold
DN 295984	90 Lancaster Drive Roselands Paignton	Freenold



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 19th AUGUST 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £781,000 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE FACILITY LETTER, THE SECURITY DOCUMENTS (AS DEFINED) AND THIS DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th AUGUST 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st SEPTEMBER 1994.

for the Registrar of Companies



### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



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To the Registrar of Companies

Name of company

Residential Property Reversions V Limited (The Borrower)

Date of creation of the charge

26 August 1994

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

Legal Mortgage dated 26 August 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Lender") (2)

Amount secured by the mortgage or charge

The sum of two hundred and eighty seven thousand two hundred and fifty pounds (£287,250); the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses at [ all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lander to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other degument present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

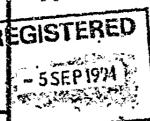
Names and addresses of the mortgagees or persons entitled to the charge					
PORTMAN BUILDING SUCIFITY, PORTION HOUSE, MICHINGRO, MICH.					
Bournemouth, Dorset					
AND COMPANY OF THE PROPERTY OF	Postcode	BH2 6EP			

Presentor	'ន	nam€.	address	and
reference	(ıf	any):		

Solicitors to
Portman Building Society
Portman House
Richmond Hill
Bournemouth BH2 6EP
Ref: LS/MH

Time critical reference





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The Borrower as beneficial excercitarges:-

- 1.1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- 1.2 by way of assignment the benefit of each Option Deed or Deed of Variation of Option Deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV Plc [1] and the Borrower [2] or between Ridgeway Rentals V Pic (1) and the Borrower (2) or between Ridgeway Rentals VI Pic (1) and the Borrower (2)

AND

the Borrower as Especial Owner assigns to the Lender all its right title and 1.3 interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date

26 August 1994

On behalf of [anotherny] [mortgagee/chargee]\*

\*Delete as appropriate

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#### 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 file 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.

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## THE SCHEDULE Description of Montgaged Property and astata held

Title Number	Property	Estate
VVM:73857	10 Fourthway Halesowen West Midlands	1-easehold
SGL 380798	8a Shortlands Gardens Shortland Bromley	Leasehold
ESX 120298	Flat 6 50-52 Devonshire Road Bexhill on Sea East Sussex	Leasehold
DT 158236	52b Elmes Road Moordown  Bournemouth	Leasehold
to be allocated	138a High Street Swanage Dorset	Leasehold
to be allocated	4 Wykes Gate Downs Street Bridport	Leasehold
DN 95124	11a Stanmore Tor Primley Park Paignton	Leasehold
WSX 105199	FFF 6 Sandpiper Court Cormorant Way Bracklesham Bay West Sussex	Leasehold



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 26th AUGUST 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £287.250.00 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE FACILITY LETTER, THE SECURITY DOCUMENTS (AS DEFINED) AND THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th SEPTEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th SEPTEMBER 1994.

J. P. DUGGAN

for the Registrar of Companies





### Particulars of a mortgage or charge

Pursuant to second 395 of the Companies Ant 1985



Plaase complete lagibly, preferably in black type or hold block lettering

"Incort full name of company To the Registrar of Companies

For official use Company number

2871684

Name of common #

Residented Property Reversions V Limited ('the Borrower')

Date of creation of the charge

23 September 1994 🐰

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

Legal Mortgage dated 23 September 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Lender") (2)

Amount secured by the mortgage or charge

the sum of one hundred and forty three thousand five hundred (£143,500) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities coverianted to be paid or otherwise secured by the Charge

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

PORTMAN BUILDING SOCIETY, Portman House, Richmond Hill,

Bournemouth, Dorset

Fostcodo

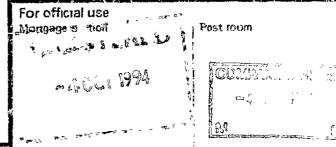
BH2 6EP

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

Solicitors to Portman Enilding Society Portman House Richmond Hill Bournemouth BH2 BEP

Ref: LS/MH

Time critical reference



Short particulars of all the property mortgaged or charged

The Borrower as beneficial cruces charges-

- 1.1 by way of first legal mentgage the Mentgaged Property appearing in the schedule below
- 1.2 by way of assignment the benefit of each Option Deed or Deed of Variation of Option deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV PLC (1) and the Borrower (2) or between Ridgeway Rentals V PLC (1) and the Borrower (2) or between Ridgeway Rentals VI PLC (1) and the Borrower (2)

AND

1.3 the Borrower ad Beneficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

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Planse complete legibly, preverably in-black type or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date 3/19/94

On behalf of teempany] [mortgagee/chargee]\*

\*Detete 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 subscinitions, 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  $\sigma^{\epsilon}$  the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Plansa openplate in block type, for block type, for block type, for book lettering

## THE SCHEDINE Description of Mongaged Property and estate held

Title: Number	Propesty	Estate
ESX 173421	20 Beechy Avenue Eastbourne	Freehold
WM 200474	97 Court Lane Erdington Birmingham	Freehold
BD 19603	205 Beechwood Road Luton Befordshire	Freehold
BK 102455	63 Liverpool Road Reading Berkshire	Freehold





# OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 23rd SEPTEMBER 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £143,500 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE FACILITY LETTER. THE SECURITY DOCUMENTS (AS DEFINED) AND THIS MORTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th OCTOBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th OCTOBER 1994.

A. M. CHOVIS

for the Registrar of Companies



#### COMPANIES FORM No. 395

### Particulars of a mortgage or charge

Pursuant to section 395 of the Compenses Act 1955



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

"Incert full name of company

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For official use Company number

1115

2871684

Name of company

Residental Property Reversions V Limited ('the Borrower')

Date of creation of the charge

21 October 1994

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

Legal Mortgage dated 21 October 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Leader") (2)

Amount secured by the mortgage or charge

The sum of one hundred and thirty-eight thousand pounds (£138,000) the money loaned to the Borrower by the Lender on the security of the Charge ("the Princips! Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

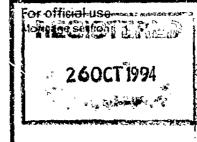
Names and addresses of the mortgagees or persons entitled to the charge

PORTMAN BUI	DING SOCIETY, Portman House, Kichm	iona Hill,
Bournemouth, t	Dorset	به <del>استند</del> ا «چون در بر بر در «هر پرستان سدن» (« چونهد اه شده در پرستان» که کر در به هم و و نظامههای
\$ 0 0	Postcode	BH2 6EP

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

Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

Time critical reference





The Borrower as beneficial or var charges -

- by way of first legal mortgage site blurgages? Property appearing in the schedule below
- by way of assignment the benefit of each Option Deed or Deed of Variation 12 of Option deed relating to the Mongaged Property and made either between Ridgeway Rentels IV FLC (1) and the Borrower (2) or between Ridgeway Rentals V PLC (1) and the Borrower (2) or between Ridgeway Rentals VI PLC (1) and the Borrower (2).

AND

the Eurrower ad Beneficial Owner assigns to the Lender all its right title and 1.3 interest in and to all the Rents Subject only to the provise for rademption contained later in the charge

continued

Manae complete legibly, preferably in black type or bold block lastaring

Particulars as to commission allowance or discount incre 3

N/A

Signed

On behalf of [company] [mortgagee/chargee]\*

\*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 ventication 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

- ib) 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 Mescabed commutation sheet

Pierce complete legibly, perforably in black type, or bold block lettering

## THE SCHEDULE Description of Mongaged Property and estate held

Title Number	Property *	Estate
DN 304495	FF Maisonette 48 Talbot Gardens	Leasehold
	St Budeax Plymouth Devon	
SGL 514045	32 Ewhurat Court Queens Road Mitcham	Leasehold
AV 21210	26 Jess je Hughes Court Swainswick Bath	Leasehold
BL 42164	66 North Road St Andrews Bristol	Leasehold



# OF A MORTGAGE C !! CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 21st OCTOBER 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £138,000 AND ALL OTHER MONIES DUE OR TO BECOME FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE FACILITY LETTER, THE SECURITY DOCUMENTS (AS DEFINED) AND THIS MORTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th OCTOBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th OCTOBER 1994.

R. M. GROVES

for the Registrar of Companies





Please do not write in this margin

#### **COMPANIES FORM No. 395**

### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985





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

\*Insert full name of company

To the Registra	r of Compani	ies
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For official use Company number

2871684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

4 November 1994

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

Legal Mortgage dated 4 November and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Lender") (2)

Amount secured by the mortgage or charge

The sum of seven hundred and twenty five thousand five hundred pounds (£725,500) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PURIMAN BUILDING SUCIETY, Portman House, Richmond Hill,

Bournemouth, Dorset

Postcodo

BH2 6EP

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

Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

Time critical reference





The Borrowes as beneficial owner charges:-

- 1.1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below
- 1,2 by way of assignment the benefit of each Option Deed or Deed of Variation of Option deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV Pic (1) and the Borrower (2) or between Ridgeway Rentals V Pic (1) and the Borrower (2) or between Ridgeway Rentals VI Pic (1) and the Borrower (2)

AND

1.3 The Borrower as Beneficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

On behalf of [company] [mortgagee/chargee]\*

\*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 Registear 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 Dehalf 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.

Please complete legibly, preferably in:black type, or bold block leftering

## THE SCHEDULE Description of Mortgaged Property and estate held)

Title Number	Property	Estate
ESX 530495	154 Bohemia Road St Leonards-on-Sea East Sussex	Freehold
ESX 153906	26 Harvest Way St Leonards-on-Sea East Sussex	Freehold
DN 230475	3 Lagoon View Yelland Barnstaple Devon	Freehold
HP 413762	8 Little Copse Chase Chineham Basingstoke	Freehold
ST 34896	26 Scott Close Staple Grove Taunton Somerset	Freehold
to be allocated	53 Icen Way Dorchester Dorset DT1 1EW	Freehold
ESX 70591	1 Hollingbury Rise Brighton East Sussex	Freehold
HP 257269	230 Kingsclere Avenue Weston Southampton	Freehold
EGL 224806	57 Lawrence Street Canning Town London	Freehold
BM 143928	34 Gurnards Avenue Fishermead Milton Keynes	Freehold
WT 21365	1 Callow Croft Eurbage Marlborough Wiltshire	Freehold
to be allocated	52 Church Street Helston Cornwall TR13 8NJ	Freehold
GR 117572	17 Stewarts Mill Lane The Orchard Abbeymead	Freehold
WT 52339	156 Cheney Manor Road Swindon Wilts	Freehold
VM 30151	293 Somerville Road Small Heath Birmingham	Freehold
ESX 30383	72 Norwich Drive Bevendean Brighton East Sussex	Freehold

Please do not	Names, addresses and descriptions of the moragagees or persons entitled to the charge (cominued)
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Please complete: legibly, preferably in black type, or bold-block lettering	
į	
Page 3	



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

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 4th NOVEMBER 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £725,000 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE FACILITY LETTER, THE SECURITY DOCUMENTS (AS DEFINED) AND THIS MORTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th NOVEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th NOVEMBER 1994.

R. M. GROVES

for the Registrar of Companies





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#### **COMPANIES FORM No., 395**

### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



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

"Insert full name of company

To the Registrar of Companies

For official use Company number 28/1684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

25 November 1994

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

Legal Mortgage dated 25 November 1994 and made between the Borrower (1) and Portman Building Society ("the Lender") (2) ("the Charge")

Amount secured by the mortgage or charge

The sum of One hundred and eighty two thousand five hundred pounds (£182,500) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrowar setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTWAIN BUILDING SOCIETY, PORTMAN House, Alchimond Alli,

-Bournemouth, Dorset

Postcode

BH2 6EP

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

Solicitors to
Portman Building Society
Portman House
Richmond Hill
Bournemouth BH2 6EP
Ref: LS/MH

Time critical reference

For official use Mortgage section

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The Borrower as beneficial owner charges:-

- 1.1 by way of first legis mortgage the Mortgaged Property appearing in the schedule below
- by way of assignment the benefit of each Option Deed or Deed of Variation of Option Deed relating to the Mortgaged Property and made wither between Ridgeway Rentals IV PLC (1) and the Borrower (2) or between Ridgeway Rentals VI PLC (1) and the Borrower (2) or between Ridgeway Rentals VI PLC (1) and the Borrower (2)

AND

1.3 the Borrower as Benevicial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

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Particulars as to commission allowance or discount (sole 3)

N/A

Signed



Date 30/1/9X

On behalf of [eempany] [mortgages/chargee]\*

\*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.

Please complete legibly, preferebly in:black type, or bold block legiering

## THE SCHEDULE Description of Montgaged Property and estate held

Title Number	Property	Estate
EGL 254289	FFF 23 Athol Street Tower Hamlets London	Leasehold
WSX 7218445	T2 Bermuda Court The Saltings Beaumont Park Littlehampton Sussex	Leasehold
ESX 25054	Upper Maisonette 125 Ditchling Rise Brighton East Sussex	Leasehold
DT 87083	3 Lynch Court Chickerell Road Waymouth	Leasehold
W\$X 75582	20 Cedar Close Lancing West Sussex	Leasehold
DT 131751	81 Walpole Road Boscombe Bournemouth	Leasehold

Names, addresses and descriptions of the moragages or persons emitted to the charge (continued) Please do not write in the mergin Pisásé complete. | legibly, preferably | in black type, or | bold block lettering



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 25th NOVEMBER 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £182,500 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE FACILITY, THE SECURITY DOCUMENTS (AS DEFINED) AND THIS WASTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd DECEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th DECEMBER 1994.

R. M. GROVES

for the Registrar of Companies



the marex

### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



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

'Insert full name of company

To the Registrar of Companies

For official use. Company number 2871684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

22 December 1994

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

Legal Mortgage dated 12 December 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Lender") (2)

Amount secured by the mortgage or charge

the sum of two hundred and twenty eight thousand five hundred (£228,500) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender Is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lendar and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

FURTIVIAN BUILDING SUCIETY, PORTIER HOUSE, RICHMOND FILL, Bournemouth, Dorset Postcode BH2 SEP

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

Solicitors to Portman Building Society Portman House Richmond Hill Bournemouth BH2 6EP Ref: LS/MH

For official use

Mortgage section

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\*P08GM7LU# COMPANIES HOUSE 29/1

Time critical reference

**1**--

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The Borrower as beneficial owner charges:-

1..1 by way of first legal mortgage the Mortgaged Property appearing in the schedule below:

by way of assignment the benefit of each Option Deed or Deed of Variation of Option deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV PLC (1) and the Borrower (2) or between Ridgeway Rentals VI PLC (1) and the Borrower (2)

AND

1.3 the Borrower ad Beneficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

Plause complete

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

On behalf of [company] [mortgague/chargee]

Date 28/294

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 defivery 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.

Please complete legitiv, preferably in black type, or bold mak lettering

## THE SCHEDULE Description of Mortgaged Property and estate held

Title Number	Property	Estate
HP 206581	10 Moss Drive Marchwood Southampton Hants	Freehold
BL 5424	46 Marsh Lane Barton Hill Bristol Avon	Freehold
DN 207171	4 Burleigh Park Road Pevereli Plymouth Devon	Freehold
NGL 109927	21 Warren Road Leyton London E10 5PZ	Freehold
WT 92924	66 Beech Avenue Swindon Wiltshire SN2 1JR	Freehold

Please do not white in this Plarmes, addresses and descriptions of the mortgages or persons entitled to the others. Journa used a margin Please complete-legibly, preferably in black type, or bold block fettering Page 3



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 22nd DECEMBER 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £150,000 AND ALL OTHER LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOIETY UNDER THE TERMS OF THE SECURITY DOCUMENTS (AS DEFINED) AND THIS MORTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th DECEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 1995.

R. M. GROVES

for the Registrar of Companies

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#### COMPANIES FORM No. 355

### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



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

"Insert full name of company

To the Registrar of Companies

For official use Company number 287 1684

Name of company

Residential Property Reversions V Limited ('the Borrower')

Date of creation of the charge

22 December 1994

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

Legal Mortgage dated 22 December 1994 and made between the Residential Property Reversions V Limited (1) and Portman Building Society ("the Londor") (2)

Amount secured by the mortgage or charge

The sum of one hundred and fifty thousand pounds (£150,000) the money loaned to the Borrower by the Lender on the security of the Charge ("the Principal Sum") and all interest costs charges and expenses and all other amounts whatsoever payable under the terms of the Charge and all other present and future liabilities and obligations of the Borrower under the Charge and the letter addressed by the Lender to the Borrower setting out the terms upon which the Lender is prepared to make the Principal Sum available to the Borrower a certified as a true copy of which is annexed to the Charge ("the Facility Letter") and all documents defined as Security Documents in the Facility Letter and any other document present or future in connection with or guaranteeing or evidencing or creating security for any obligation of the Borrower to the Lender and such variations of and supplements to any such documents as may from time to time be in force and any other document which the Borrower and the Lender may in writing designate as a Security Document including (without limitation) all sums due from the Borrower to the Lender pursuant to the Charge and all other liabilities covenanted to be paid or otherwise secured by the Charge

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

PORTMAN BUILDING SUCIETY, Portmari House, Richmond Hill,
Bournemouth, Dorset

Postcode BH2 6EP

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

Solicitors to
Portman Building Society
Portman House
Richmond Hill
Bournemouth BH2 6EP
Ref: LS/MH

Time critical reference

For official use Mortgage section



Post room



The Borrower as beneficial owner charges:-

- 1...1. by way of first legal mortgage the Mortgaged Property appearing in the schedule below:
- by way of assignment the benefit of each Option Deed or Deed of Variation of Option deed relating to the Mortgaged Property and made either between Ridgeway Rentals IV PLC (1) and the Borrower (2) or between Ridgeway Rentals VI PLC (1) and the Borrower (2) or between Ridgeway Rentals VI PLC (1) and the Borrower (2)

AND

1.3 the Borrower ad Beneficial Owner assigns to the Lender all its right title and interest in and to all the Rents Subject only to the proviso for redemption contained later in the charge

continued

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Please complate legibly, preferably in black type or bold block legtering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date

28/12/94

On behalf of [company] [grortgagee/chargee]

"Delete an 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.

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

## THE SCHEDULE Description of Moragaged Property and estate held

Tide Number	Property	Estate
CH 78778	1 Sherbourne Avenue Westminster Park Chester	Leasehold
SGL 542451	32 West Street Enth Kent	Leasehold
DT 162711	Flat 6 Knole Dene 26 Knole Road Boscombe Bournemouth	Leasehold
DT 53593	5 Sherbourne Court 378 Poole Road Branksome Poole	Leasehold

Names, addresses and descriptions of the mongagess or persons entitled to the charge (continued) Please do not: unite in this manger Please complete: legibly; preferably in black type, or bold block lettering





# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871684

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 22nd DECEMBER 1994 AND CREATED BY RESIDENTIAL PROPERTY REVERSIONS V LIMITED FOR SECURING £228,500 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PORTMAN BUILDING SOCIETY UNDER THE TERMS OF THE FACILITY LETTER, THE SECURITY DOCUMENT (AS DEFINED) AND THIS MORTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th DECEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 1995.

R. M. GROVES

for the Registrar of Companies

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