

## Particulars of a mortgage or charge

ACCOUNT  
1

16 MAR 2006

RECEIVED

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[1115]

03266758

Name of company

\* DEVELOPMENT SECURITIES (NO.5) LIMITED (the "Borrower").

Date of creation of the charge

2nd March 2006

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

The deed of floating charge between HSBC Bank plc and the Borrower (the "Deed").

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are at the date of the Deed or may at any time thereafter be or become payable due or owing to the Lender by the Borrower whether solely or jointly and whether as principal or surety or in respect of which the Borrower may otherwise be or become liable to the Lender on any account whatsoever including (without prejudice to the generality of the foregoing) the principal amount of all loans or advances made or to be made to or for the accommodation or at the request of the Borrower all fees costs expenses (including legal surveyors valuers and other costs on a full indemnity basis) commission discount charges and other sums incurred by the Lender pursuant to the Security Documents or in enforcing payment whether against the Borrower or others together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated in the relevant Security Document (as defined in the Deed) (the "Indebtedness"). References to the Indebtedness shall include not only the whole but any part thereof.

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

HSBC Bank plc, 8 Canada Square, London (the "Lender")

Postcode E14 5HQ

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

Addleshaw Goddard  
Alder Castle  
10 Noble Street  
London  
EC2V 7JW

For official Use (02/00)

Mortgage Section

Post room



LD2  
COMPANIES HOUSE

372  
16/03/2006

Time critical reference  
LAWSF/15421-384

Short particulars of all the property mortgaged or charged

Please see the attached annex.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed

Adelleshaw Goddard

Date

15th March 2006

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

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

FORM 395

Development Securities (No. 5) Limited

Company Number 03266758

ANNEX 1

SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

**1 Security**

- 1.1 Pursuant to the Deed, the Borrower charged to the Lender by way of floating charge the Charged Property for the payment to the Lender and discharge of the Indebtedness (and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge so created).
- 1.2 The security constituted by the Deed shall not be considered as satisfied by a partial or intermediate payment of the Indebtedness but shall be a continuing security and extend to cover payment to the Lender of all money constituting the Indebtedness.
- 1.3 The Borrower agreed and declared that this security shall be construed and take effect as a security for the whole and every part of the Indebtedness and shall be independent of and in addition to and shall not be in any way prejudiced or affected by and shall not prejudice or affect any collateral or other security held at the date of the Deed or thereafter by the Lender or the liability of any other person, firm or company for the Indebtedness.
- 1.4 The Borrower shall not during the continuance of the security constituted by the Deed create or purport or attempt to create or permit to subsist any mortgage, charge, lien, right of set-off or other security interest or other encumbrance on any of the Charged Property except:
- (a) the security created pursuant to the Security Documents; and
  - (b) liens arising solely by operation of law (or by an agreement evidencing the same) in the ordinary course of the Borrower's business in respect of indebtedness which either (a) has been due for less than 5 Business Days or (b) is being contested in good faith and by appropriate means.

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**2 Conversion**

The Lender may at any time after the Lender shall have declared the Indebtedness to be immediately due and payable pursuant to the Agreement by notice in writing to the Borrower convert the floating charge created into a specific charge as regards any of the Charged Property specified in the notice.

**3 Further Assurance**

The Borrower shall at any time after the Lender shall have declared the Indebtedness to be immediately due and payable pursuant to the Agreement at the request of the Lender but at the cost of the Borrower execute any other or further legal mortgage, charge or other instrument conferring a fixed charge in such form as the Lender may require or such other charge as the Lender may in its discretion think fit over any of the Charged Property.

#### 4 Definitions

**Agreement** means the agreement constituted by the acceptance by (inter alia) the Borrower of the Lender's facility letter dated on or about the date of the Deed (with Schedules and standard conditions attached thereto and forming part thereof) together with any subsequent variations thereto or replacements thereof

**Business Day** means a day (excluding Saturdays and Sundays) when banks are open for general business in London;

**Charged Property** means all of the Borrower's undertaking, property and other assets of whatsoever nature both at the Date of the Deed and thereafter including its uncalled capital for the time being which expression shall include any part thereof

**Facility Letter** means the letter from the Lender to the Borrower to which the Standard Conditions are attached together with any variations thereto or replacements thereof issued by the Lender and accepted by the Borrower;

**Security Documents** means the Agreement all other documents listed under **Security** in the Facility Letter and all other documents for the time being, constituting security or relating to security for the Indebtedness;

**Standard Conditions** means the Lender's standard conditions for mortgage advances that were incorporated into the Facility Letter.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03266758

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 2nd MARCH 2006 AND CREATED BY DEVELOPMENT SECURITIES (NO.5) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MARCH 2006.

*pa*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES