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CHFP041

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legibly, preferably  
in black type or  
bold block  
lettering

\* Insert full name  
of company

COMPANIES FORM No. 395

040292/13

# 395

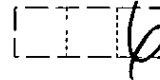
## Particulars of a mortgage or charge

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



03266758

Name of company

\*Development Securities (No 5) Limited, a company incorporated in England and Wales (the "Chargor" or "Borrower")

Date of creation of the charge

5 July 2007

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

A security agreement dated 5 July 2007 (the "Deed") between (1) the Chargor and (2) Barclays Capital Mortgage Servicing Limited, acting for itself and as agent and trustee for the Finance Parties (defined below) (the "Security Trustee")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any of Barclays Bank PLC (the "Lender") and the Security Trustee (the "Finance Parties") under the facility letter dated 5 July 2007 between the Borrower and the Lender in respect of a loan facility of £10,000,000 (the "Facility Letter") and each finance document in connection with the Facility Letter except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985) (the "Secured Liabilities")

Charge  
10

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

Barclays Capital Mortgage Servicing Limited, 5 The North Colonnade, Canary Wharf, London in its capacity as Security Trustee, acting for itself and as agent and tr

Postcode E14 4BB

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

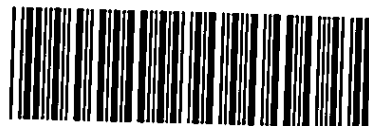
Sidley Austin  
Woolgate Exchange  
25 Basinghall Street London  
EC2V 5HA  
Ref DPC/SAS/27469-30530

Time critical reference

For official use (02/2006)  
Mortgage Section

Post room

THURSDAY



\*L46OER6U\*

LD3

12/07/2007

443

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

**A MORTGAGES, FIXED CHARGES AND FLOATING CHARGES**

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**1. Land**

Pursuant to the Deed, the Chargor has charged

(1) by way of first legal mortgage all estates or interests in any freehold or leasehold property now owned by it including the real property specified in Schedule 1 of the Deed (the "Property"), and

(11) (to the extent that they are not the subject of a mortgage under sub-paragraph (1) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it

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legibly, preferably  
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lettering

**2 Securities**

The Chargor has charged by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

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**3 Plant and machinery**

The Chargor has charged by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession

Continued on Continuation Sheet 1 Page 4

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

Particulars as to commission allowance or discount (note 3)

Signed Sidcot America (UK) LLP Date 12 July 2007

On behalf of ~~company~~ [mortgagee/chargee] <sup>†</sup>

<sup>†</sup> 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 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 situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

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## Particulars of a mortgage or charge (continued)

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

Company number

03266758

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

Name of company

Development Securities (No 5) Limited, a company incorporated in England  
and Wales (the "**Chargor**" or "**Borrower**")

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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in black type, or  
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**Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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

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**4 Credit balances**

The Chargor has charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including each Account or any other account contemplated by the Facility Letter or the Deed) it has with any person and the debt represented by it

**5 Book debts**

The Chargor has charged by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

**6. Insurances**

The Chargor has assigned absolutely, subject to a proviso for re-assignment on discharge of the Secured Liabilities, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

**7. Other contracts**

The Chargor has assigned absolutely, subject to a proviso for re-assignment on discharge of the Secured Liabilities, all of its rights

- (a) under each lease document,
- (b) in respect of all rental income,
- (c) in respect of any guarantee of rental income contained in or relating to any lease document,
- (d) under each appointment of a managing agent,
- (e) under any agreement relating to the purchase of a property by the Chargor, and
- (f) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause

**8 Miscellaneous**

The Chargor has charged by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any security asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above,
- (e) its uncalled capital

**9 Floating charge**

The Chargor has charged by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clauses 1 to 8 above

**B. FURTHER ASSURANCES**

Pursuant to the Deed, the Chargor has covenanted that it shall, at its own expense, take whatever action the Security Trustee or a receiver may reasonably require for

- (a) creating, perfecting or protecting any security intended to be created by the Deed, or
- (b) facilitating the realisation of any security asset, or the exercise of any right, power or discretion exercisable, by the Security Trustee or any receiver or any of its delegates or sub-delegates in respect of any security asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee, or
  - (ii) the giving of any notice, order or direction and the making of any registration,
- which, in any such case, the Security Trustee (acting reasonably) considers expedient

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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 03266758

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 5th JULY 2007 AND CREATED BY DEVELOPMENT SECURITIES (NO 5) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY OF BARCLAYS BANK PLC (THE LENDER) AND THE SECURITY TRUSTEE (THE FINANCE PARTIES) 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 12th JULY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JULY 2007.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES