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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 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

Name of company

* OPUS PROPERTY SERVICES (UK) LIMITED

Date of creation of the charge

30 SEPTEMBER 2003

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

Deed of novation between Cheshire Building Society, Prudential Trustee Company Limited, Beacon Housing Association Limited and Opus Property Services (UK) Limited (the "Chargor") under which the obligations of Beacon Housing Association Limited under five legal mortgages each dated 25 July 2002 have been novated to the Chargor.

Amount secured by the mortgage or charge

The Secured Obligations, as defined in the Security Trust Deed

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

Prudential Trustee Company Limited (the "Security Trustee")
5 Laurence Pountney Hill
London

Postcode EC4R 0HH

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

Trowers & Hamblins
Sceptre Court
40 Tower Hill
London
EC3N 4DX

JYD.44976.32.RAP (600044)

Time critical reference

For official Use
Mortgage Section

NON
PART.



PMO 0875
COMPANIES HOUSE 14/10/03
A14 MAC0E1PE9 0540
COMPANIES HOUSE 22/10/03
A28 WA7A12P66 0551
COMPANIES HOUSE 14/10/03

The Chargor charges the Charged Assets by way of legal mortgage and with full title guarantee to the Security Trustee (as trustee for the Beneficiaries) as continuing security for the payment and discharge of the Secured Obligations.

The Chargor charges and assigns to the Security Trustee (as trustee for the Beneficiaries) as continuing security for the payment and discharge of the Secured Obligations:

(a) the benefit of all licences, agreements, covenants and rights affecting or concerning the Property including the right to receive rent and income arising from the Property; and

(b) the Chargor's interest in every insurance policy effected in respect (and including income) from the Property (other than third party and public liability policies) and all moneys or proceeds paid or payable to the Chargor under or in respect thereof.

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



Date

13. October 2007

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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.
- 5 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 CF14 3UZ

Company Name:
Opus Property Services (UK) Limited

Company Number:
4167454

Continuation Sheet 1

Definitions

"Beneficiaries" means each of the Security Trustee, the banks and financial institutions listed in Schedule 1 to the Loan Agreement, their respective successors in title and any lender transferee as lenders, Cheshire Building Society as facility agent, Beacon Housing Association Limited as subordinated creditor and any person which becomes a beneficiary pursuant to the Security Trust Deed and their respective successors and permitted assigns and transferees from time to time.

"Charged Assets" means each and all (as the context admits) of the Property and all other property or assets charged or assigned by way of security to the Security Trustee (as agent and trustee for the Beneficiaries) under this Charge (if any).

"Property" means the freehold and/or leasehold or immovable property referred to in Part I of the Schedule and every part of it and including all rights attached or appurtenant to it and all buildings fixtures and fittings from time to time situated on it, save for any fixtures and other belongings of tenants or leaseholders. [Details of all the Properties charged are attached to this Continuation Sheet.]

"Secured Obligations" means the aggregate of:

- (a) all monies and liabilities due, owing or incurred by the Borrower as set out in the Security Trust Deed;
- (b) all indemnification and reimbursement obligations of the Chargor under any of the Relevant Documents (as defined in the Security Trust Deed); and
- (c) all other amounts payable by the Chargor to the Security Trustee, any nominee, delegate or agent thereof or any receiver under any of the Relevant Documents (as defined in the Security Trust Deed).

"Security Trustee" includes persons deriving title under the Security Trustee, its successors and assigns.

"Security Trust Deed" means the security trust deed dated 25th July 2002 made between (1) Beacon Housing Association Limited as borrower (2) Cheshire Building Society as facility agent and lender (3) Prudential Trustee Company Limited as Security Trustee as amended, varied or supplemented from time to time. [This deed was amended and restated on 30th September 2003 and *inter alia* the Chargor became a party to it.]

"Loan Agreement" means the loan agreement dated 25th July 2002 between Beacon Housing Association Limited as borrower, Cheshire Building Society as facility agent and original lender and Prudential Trustee Company Limited as security trustee.

THE SCHEDULE

Part I

The Property

83 Evesham Road Bounds Green London N11 2RR – Absolute Freehold Title registered under title number NGL 195448

60 Shrewsbury Road Bounds Green London N11 4EE – Absolute Freehold Title registered under title number MX 380212

Ground Floor Flat A, First Floor Flat B at 92 Victoria Road Wood Green London N22 7XF – Absolute Freehold Title registered under title number NGL 76272

19 Warwick Road London N11 – Absolute Freehold Title under title number EGL 252571

Lower Ground Floor – 24 Abingdon Mansions Pater Street London W8 6AB – Absolute Leasehold Title under title number NGL 472384. Lease date 28 October 1983. Lease term : 99 years from the 25 March 1981. Rent : £100.00 rising to £400.00 during the Lease term. Parties to Lease (1) Ratekeen Limited and (2) Ronald Desmond Quie.

Second Floor Flat – 8 Bradby House Carlton Hill London NW8 – Absolute Leasehold Title under title number NGL 691182. Lease date : 25 November 1991. Lease term : 125 years from 10 June 1982. Rent: £10.00 and additional rent. Parties to Lease : (1) City of Westminster and (2) Cornelius James Vincent McMullam.

94a Elgin Avenue Maida Vale London W9 – Absolute Leasehold Title under title number NGL 718013. Lease date : 17 March 1994. Lease term : 125 years (less one day) from 29 September 1989. Rent : £100.00 rising to £400.00. Parties to Lease : (1) Equity Holdings UK Limited and (2) Management Limited.

13 Fairlawns Brownlow Road London N11 2DH – Absolute Leasehold Title under title number AGL89271. Lease date : 26 March 2001. Lease term : 999 years from 25 March 2000. Rent : a peppercorn if demanded and additional rent. Parties to Lease ; (1) Brownlow Road Management Company Limited and (2) Elenou Properties Limited.

First Floor Flat - 13c Lanhill Road Paddington London W9 – Absolute Leasehold Title under title number NGL 638831. Lease date : 15 May 1989. Lease term : 99 years from the 25 December 1988. Rent : £100.00 rising to £300.00 and additional rent. Parties to Lease : (1) Blue Court Limited and (2) Maryam Seyf.

Third Floor Flat - 8 Park Court Park Grove London N11 2QD – Absolute Leasehold title under title number EGL 304100. Lease date : 28 September 1992. Lease term : 125 years from 20 June 1983. Rent : £10.00 and additional rent. Parties to the Lease : (1) London Borough of Haringey and (2) Edith Chenekah Bart-Williams.

First Floor Flat – 9 William Court, 6 Hall Road London NW8 9PA – Absolute Leasehold Title under title number NGL 524700. Lease date 2 April 1985. Lease term : 99 years commencing 25 June 1979. Rent : £100.00 rising to £400.00. Parties to Lease : (1) Cabtell Investments Co Limited and (2) Massoumeh Dehesh.

THE SCHEDULE

Part I

The Property

All those properties registered at HM Land Registry with absolute leasehold title as set out below

Address				Title No	
Flat 1	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367988
Flat 2	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367989
Flat 3	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367990
Flat 4	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367993
Flat 5	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367992
Flat 6	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367991
Flat 7	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367994
Flat 8	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367997
Flat 9	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367996
Flat 10	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367995
Flat 11	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367998
Flat 12	Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK368001

	Court				
	Flat 14 Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK368000
	Flat 15 Belmont Court	Vachel Road	Reading	Berks RG1 9BA	BK367999
1	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 8JQ	HD377978
3	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 8JQ	HD377982
4	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 8JQ	HD377991
5	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 2JQ	HD377993
6	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 2JQ	HD377994
7	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 2JQ	HD377995
11	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 2JQ	HD377996
12	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 2JQ	HD377997
18	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 2JQ	HD377999
22	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 2JQ	HD377881
25	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 2JQ	HD377882
26	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 2JQ	HD377883
27	Mill Stream Uxbridge Road Lodge		Rickmansworth Herts	WD3 2JQ	HD377884

28	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377885
29	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377886
30	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377887
31	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377888
32	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377890
33	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377891
34	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377892
35	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377895
36	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377899
37	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377901
38	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377903
45	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377136
50	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377906
51	Mill Stream Uxbridge Road Lodge	Rickmansworth Herts	WD3 2JQ	HD377907
18	Queens Queens Road Acre	High Wycombe Bucks		BM220672
19	Queens Queens Road Acre	High Wycombe Bucks	HP13 6AL	BM220671

	Acre				
20	Queens Acre	Queens Road	High Wycombe Bucks HP		BM220678
21	Queens Acre	Queens Road	High Wycombe Bucks		BM220677
22	Queens Acre	Queens Road	High Wycombe Bucks		BM220675
23	Queens Acre	Queens Road	High Wycombe Bucks		BM220676
Flat 1	Stanshawe Court	Stanshawe Road	Reading	Berks RG1 1PB	BK367975
Flat 2	Stanshawe Court	Stanshawe Road	Reading	Berks RG1 1PB	BK367977
Flat 3	Stanshawe Court	Stanshawe Road	Reading	Berks RG1 1PB	BK367981
Flat 4	Stanshawe Court	Stanshawe Road	Reading	Berks RG1 1PB	BK367982
Flat 5	Stanshawe Court	Stanshawe Road	Reading	Berks RG1 1PB	BK367983
Flat 6	Stanshawe Court	Stanshawe Road	Reading	Berks RG1 1PB	BK367980
Flat 7	Stanshawe Court	Stanshawe Road	Reading	Berks RG1 1PB	BK367985
Flat 8	Stanshawe Court	Stanshawe Road	Reading	Berks RG1 1PB	BK367986
Flat 9	Stanshawe Court	Stanshawe Road	Reading	Berks RG1 1PB	BK367987
Flat 10	Stanshawe Court	Stanshawe Road	Reading	Berks RG1 1PB	BK367984
1	Windrush Court		High Wycombe Bucks HP13 7UL		BM98708

THE SCHEDULE

Part I

The Property

Lower Ground Floor Flats – 1 – 3, Ground Floor Flats – 4 and 5 First Floor Flats – 6 – 9 Second Floor Flats 10 – 16 (excluding 13) Third Floor 17 – 19 and Fourth Floor Flats 20 and 21 at 42 Queensborough Terrace London W2 3SH including vaults and cellars lying beneath Queensborough Terrace at 42 Queensborough Terrace London W2 3SH, all registered with Absolute Title under title number 219151.

THE SCHEDULE

Part I

The Property

Flats 1-9 & basement flat at 7 St Stephens Gardens, London, W2 5RY as the same is registered at HM Land Registry with absolute freehold title under Title no: NGL547520 & flats 1-11 & basement flat 9 St Stephens Gardens, London, W2 5QU as the same is registered with absolute freehold title at HM Land Registry under Title no: LN74414.

THE SCHEDULE

Part I

The Property

All those properties registered at HM Land Registry with the title numbers set out below

<u>Property</u>	<u>Title number</u>
61A Grays Place, Slough, Berkshire, SL2 5AF	BK273872
65 Grays Place, Slough, Berkshire, SL2 5AF	BK296965
36 King Edward Street, Slough, Berks, SL1 2QS	BK347351
2 Fleetwood Road, Slough, Berkshire, SL2 5ET	BK255115
2 Rose Walk, Slough, Berkshire, SL2 1EU	BK308667
53 Seymour Road, Chalvey, Slough, Berks, SL1 2NT	BK253884
9 Faraday Close, Slough, Berkshire, SL2 1RL	BK373840
69 Diamond Road, Slough, Berkshire, SL1 1RT	BK187018
Oakley Square, London NW1 1NH	LN159419

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04167454

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF NOVATION DATED THE 30th SEPTEMBER 2003 AND CREATED BY OPUS PROPERTY SERVICES UK LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PRUDENTIAL TRUSTEE COMPANY LIMITED (THE "SECURITY TRUSTEE") 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 14th OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th OCTOBER 2003.

per



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —