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in black type, or
bold block lettering

* insert full name
of Company

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

04219991

Name of company

* FAIRBRIDGE GENERAL PARTNER LIMITED whose registered office is at 200 Aldersgate Street London EC1A 4JJ (the "General Partner")

Date of creation of the charge

29th October 2004

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

Legal Charge dated 29th October 2004 between (1) the General Partner as general partner of the Bridge Residential Partnership (the "Borrower") (2) Fairbridge Trustee Limited as trustee (the "Trustee") of the Mortgaged Properties (as defined below) and (3) the Security Trustee (as defined below).

Amount secured by the mortgage or charge

All monies from time to time due or owing, and all other actual or contingent liabilities from time to time incurred, by both or either of the Borrower and the General Partner to any Finance Party (as defined below) under or pursuant to the Finance Documents (as defined below); and interest on the monies and liabilities referred to above (the "Secured Liabilities").

Further Advances:

The Deed also secures any further advances, credit or other facilities made available by any of the Finance Parties under the Finance Documents; but it does not create any obligation on any of the Finance Parties to make any further advances, credits or other facilities available.

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

NATIONWIDE BUILDING SOCIETY acting through its head office at Nationwide House Pipers Way Swindon, in its capacity as trustee for the Finance Parties (the "Security Trustee").

Postcode SN38 1NW

Presentor's name address and
reference (if any):
Charles Russell (Ref 57161/20)
Compass House
Lypiatt Road
Cheltenham
Gloucestershire GL50 2QJ

Time critical reference
197996.1

For official Use
Mortgage Section

Post room



A02
COMPANIES HOUSE

0650
11/11/04

SCHEDULE TO FORM 395

Fairbridge General Partner Limited – Registered Number 0421991

Part I – Particulars of property charged

1. As security for the payment and discharge of the Secured Liabilities, the Chargor with limited title guarantee charges to the Security Trustee by way of first legal mortgage all rights of the Chargor (whether alone or jointly with any other person) in the Properties in each case together with all rights of both or either of the Chargor and the Borrower in all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings) from time to time on any of the Properties and any proceeds of sale of all or any part of the Properties
2. As security for the payment and discharge of the Secured Liabilities, the Chargor with limited title guarantee assigns and agrees to assign absolutely to the Security Trustee (subject to re-assignment on final and unconditional discharge of the Secured Liabilities):
 - (a) **Rental Income:** all Rental Income, all other amounts payable under any Lease and any guarantee contained in or relating to any Lease;
 - (b) **Leases and other documents:** all other rights of both or either of the Chargor and the Borrower under any Leases and all rights of each of the Chargor and the Borrower under any Purchase Agreement for any of the Property and any other contract for the Properties, and any other environmental or similar reports prepared in relation to the Properties;
 - (c) **Insurance:** all rights of both or either of the Chargor and the Borrower in any policies of insurance, including without limitation those relating to the Properties;

Part II – Covenants

1. There is a negative pledge by which the General Partner covenants that it shall not create or permit to subsist any Security Interest on any of the Security Assets other than Permitted Security Interests.
2. The General Partner shall not sell, transfer, grant a lease or otherwise dispose of (whether by a single transaction or a series of transactions whether related or not and whether voluntary or involuntary) all or any of its rights in the Properties other than as expressly permitted by the Facility Agreement.
3. No grant or agreement to grant a Lease by the General Partner during the continuance of this security shall have effect or force (by virtue of Sections 99 and 100 of the Law of Property Act 1925 or otherwise) unless permitted by the Facility Agreement or unless the Security Trustee shall have given its prior consent to the same in writing.

Part III – Definitions

“Chargor”	means the General Partner and the Trustee
“Facility Agreement”	means a facility agreement dated 22 nd August 2001 and made between, amongst others, (1) the General Partner for itself and as general partner for an on behalf of the Borrower and (2) Nationwide Building Society in various capacities including as security trustee, under the terms of which the Lenders have agreed to provide the facility to the Chargor on the terms of the Facility Agreement
“Finance Documents”	has the meaning given to that term in the Facility Agreement
“Finance Parties”	means the Lenders, the Agent and the Security Trustee and
“Finance Party”	means any of them
“the Properties”	means the freehold or leasehold properties brief details of which are set out in Part IV of this Schedule
“Leases”	means any leases, underleases, tenancies or licences subsisting or created from time to time (whether by the Chargor or otherwise) directly or indirectly out of any interest of the Chargor in any of the Security Assets.
“Lenders”	means prior to the Syndication Date, the Original Lender and after that date the Original Lender and each New Lender (as defined in Clause 24.3(1) (Assignments and transfers by Lenders)) of the Facility Agreement
“Permitted Security Interest”	means: <ul style="list-style-type: none">(a) any Security Interest granted with the prior written consent of the Agent;(b) any lien or right of set off arising by operation of law in the normal course of business and any retention of title clause in suppliers’ standard terms and conditions of business in respect of contracts entered into the normal course of business including any set-off or netting effects arising from any bank accounts held with the Lender; and any Security Interest comprised in the Finance Documents.
“Rental Income”	has the meaning given to that term in the Facility Agreement
“Security Interest”	means any debenture, mortgage, standard security charge, pledge, lien, assignment, assignation, hypothecation, right of

set-off, title retention or other arrangement or agreement the effect of which is the creation of security.

Part IV – Property

<u>Property</u>		<u>Title No</u>
Units 208-213 (both inclusive)	Braydon Mead Swindon (Wiltshire)	New out of Title No. WT197875

Short particulars of all the property mortgaged or charged

PLEASE SEE PART I OF THE ATTACHED SCHEDULE

THE CHARGES SET OUT IN THE DEBENTURE ARE FURTHER QUALIFIED BY THE COVENANTS SET OUT IN PART II OF THE ATTACHED SCHEDULE AND SHOULD BE READ TOGETHER.

DEFINITIONS OF CAPITALISED TERMS ARE SET OUT IN PART III OF THE ATTACHED SCHEDULE

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

Signed



Date 10th November 2004

On behalf of mortgagee[†]

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

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 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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04219991

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 29th OCTOBER 2004 AND CREATED BY FAIRBRIDGE GENERAL PARTNER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM BOTH OR EITHER THE BORROWER AND THE GENERAL PARTNER OR THE TRUSTEE TO ANY FINANCE PARTY 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 11th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th NOVEMBER 2004.

P. G.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES