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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.

CHFP025

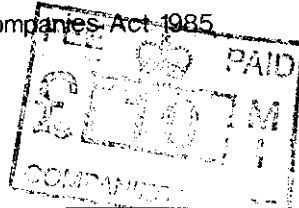
Please do not write in this margin

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

* insert full name of Company

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

1st October

2001

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

Debenture dated [] 2001 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 moneys 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 moneys and liabilities referred to above (the "Secured Liabilities").

Further Advances:

The Debenture also secures any further advances, credits 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

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

Charles Russell
Rowe & Maw
20 Black Friars Lane
LONDON
EC4V 6HD

27949.00076 (#902179)

Time critical reference

For official Use
Mortgage Section

M

Post room



A29
COMPANIES HOUSE

AREW24UB

0420
12/10/01

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 *Law & Maw*

Date *8th October* 2001

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

SCHEDULE TO FORM 395

Fairbridge General Partner Limited – Registered Number 04219991

Part I – Particulars of property charged

1. As security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee and the Chargor with limited title guarantee charge to the Security Trustee:
 - (a) **The Properties:** by way of first legal mortgage all rights of both or either of the Borrower or the Chargor (whether alone or jointly with any other person) in the Initial Properties and all other freehold and leasehold property now vested in them or either of them; and
 - (b) **Other land:** by way of first fixed charge all rights of both or either of the Borrower or the Chargor (whether alone or jointly with any other person) in all freehold or leasehold property (other than any properties located in Scotland) (other than the properties referred to in (a) above);

(together the "**Mortgaged 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 Mortgaged Properties and any proceeds of sale of all or any part of the Mortgaged Properties but excluding all heritable and leasehold properties situated in Scotland.

2. As security for the payment and discharge of the Secured Liabilities, the Borrower and the Chargor with full title guarantee assign and agree to assign absolutely to the Security Trustee (subject to re-assignment on final and unconditional discharge of the Secured Liabilities):
 - (c) **Rental Income:** all Rental Income, all other amounts payable under any Lease and any guarantee contained in or relating to any Lease;
 - (d) **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 Mortgaged Property and any other contract for any of the Security Assets (including without limitation the Mortgaged Properties), the Operating Agreement, the Property Management Agreement and any other environmental or similar reports prepared in relation to the Security Assets (including without limitation the Mortgaged Properties);
 - (e) **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 Mortgaged Properties;
 - (f) **Bank accounts:** all rights of the Borrower in any credit balance on the Holding Account and the Cash Collateral Account and the indebtedness represented by those accounts; and
 - (g) **Hedging arrangements:** all rights of both or either of the General Partner and the Borrower under any Hedging Arrangements, including without

limitation those referred to in clause 15.19 (Hedging Arrangements) of the Facility Agreement.

3. As security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee and the Chargor with limited title guarantee charge to the Security Trustee by way of first fixed charge:
 - (a) **Chattels:** all rights of both or either of the General Partner and the Borrower in any plant, machinery, equipment and other chattels (but excluding its stock-in-trade);
 - (b) **Goodwill:** the goodwill of both or either of the General Partner and the Borrower and uncalled capital from time to time and all their rights to future calls in respect of capital;
 - (c) **Book and other debts:** all rights of both or either of the General Partner and the Borrower in any book and other debts, revenues and claims (and their respective proceeds) and the benefit of all rights, securities and guarantees of any nature enjoyed or held by each of them in relation to any of them;
 - (d) **Shares:** all rights of both or either of the General Partner and the Borrower in any shares, stocks, debentures, bonds and other securities of any kind, together with any associated dividends, interest and other rights and all of their other rights in any company, firm, consortium, joint venture or entity;
 - (e) **Intellectual property rights:** all of the rights of both or either of the General Partner and the Borrower in any intellectual property, including (without limitation) all present and future patents, patent applications, trade and service marks, trade names, registered designs, confidential information and copyrights (including those in computer software) and in any licences and ancillary and connected rights relating to intangible property;
 - (f) **Licences:** all licences, consents and authorisations (statutory or otherwise) held in connection with their business or the use of any Security Assets and all rights of both or either of the General Partner and the Borrower in connection with them;
 - (g) **Bank accounts:** all rights of both or either of the General Partner and the Borrower in any credit balance on any bank account and the indebtedness represented by those accounts; and
 - (h) **Other documents:** all rights of both or either of the General Partner and the Borrower in any agreements, reports and other documents from time to time relating to all or any part of the Security Assets, other than those assigned under paragraph 2 above.
4. As security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee and the Chargor with limited title guarantee charge to the Security Trustee by way of first floating charge all of the assets from time to time of both or either of the Borrower or the Chargor not from time to time validly and effectively mortgaged, charged or assigned under paragraphs 1 – 3 above.
5. The Debenture contains provisions for the floating charge referred to at paragraph 4 above to crystallise and operate as a fixed charge:

- (a) automatically in certain circumstances (set out in the Debenture), and
- (b) by notice from the Security Trustee to the General Partner or Borrower in certain other circumstances (also so set out).

Part II – Covenants

1. The Debenture contains 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 any Security Asset other than as expressly permitted by the Facility Agreement.
3. Paragraph 2 above applies to the Book Debts as it does to the other Security Assets. For the avoidance of doubt, any release, discharge, compounding, compromise, set-off, variation or postponement of any of the Book Debts and any waiver of rights in respect of any of the Book Debts would be a dealing requiring the Agent's prior written consent.
4. 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.
5. The General Partner shall execute and do at its own expense (and ensure that its nominees execute and do) all such assurances, acts and things as the Security Trustee may reasonably require from time to time for:
 - (a) giving effect to, perfecting or protecting the Security Trustee's security over any of the Security Assets; or
 - (b) for facilitating the realisation of any Security Assets, and the exercise of all powers, authorities and discretions vested by this Debenture in the Security Trustee or in any Receiver.

In particular (but without limitation), the General Partner shall (and shall ensure that its nominees shall) promptly execute all transfers, conveyances, assignments, assurances and legal mortgages or charges of any Security Assets as, in such form and to such person as the Security Trustee may require from time to time.
6. The Chargor irrevocably appoints the Security Trustee, every Receiver and their delegates its attorney to execute and do certain things on its behalf as set out in the Debenture.

Part III – Definitions

"Agent" means Nationwide Building Society in its capacity as the agent under the Facility Agreement.

"Book Debts" means the book debts and other assets described in Clause 3.3(d) (Book and other debts) of the Debenture.

"Cash Collateral Account" has the meaning given to that term in clause 14.6 (Collateral Option) of the Facility Agreement.

"Chargor" means the General Partner and the Trustee.

"Facility Agreement" means a facility agreement dated 22 August 2001 and made between, amongst others, (1) the General Partner for itself and as general partner for and 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.

"Hedging Arrangement" means any agreement or other arrangement entered into by the Chargor for the purposes of hedging the interest payable under the Facility Agreement.

"Holding Account" has the meaning given to it in clause 7.4(1) (Sale proceeds) of the Facility Agreement.

"Initial Properties" means the freehold and 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.

"New Lender" means a bank or financial institution to whom a lender has assigned any of its rights or transferred by novation any of its rights and obligations pursuant to clause 24.3 (Assignments and transfers by Lenders) of the Facility Agreement.

"Operating Agreement" means an agreement dated 19 July 2001 and made between (1) the General Partner and (2) LaSalle Investment Management relating to the operation and management of the Partnership.

"Original Lender" means the Nationwide Building Society in its capacity as original lender.

"Permitted Security Interest" means:

- (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.

"Property Management Agreement" means an agreement dated 19 July 2001 between LaSalle Investment Management, the General Partner and Fairbridge Residential Investment Management Company Limited.

"Purchase Agreement" means, in relation to any Mortgaged Property, the contract for the acquisition of that Mortgaged Property by the Borrower.

"Receiver" means a receiver and/or manager of any or all of the Security Assets appointed pursuant to Paragraph 3.1 (Appointment of Receivers) of Schedule 3 (Powers of the Security Trustee and a Receiver) of the Debenture.

"Rental Income" has the meaning given to that term in the Facility Agreement.

"Security Assets" means the assets from time to time the subject of the Debenture and **"Security Asset"** shall be construed accordingly.

"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.

"Syndication Date" means the date on which the Original Lender confirms to the Borrower in writing that it has pursuant to Clause 24 (Assignment and Transfers) of the Facility Agreement assigned and/or transferred all or any part of its rights and obligations under the Finance Documents.

Part IV – The Initial Properties

Avonbridge Estates Limited

Title No	Property Address
AV189981	40 Apseley Mead, Bradley Stoke, Bristol BS32 0BG
GR183253	299 Bakers Ground, Bradley Stoke, Bristol BS34 6GG
GR182449	295 Bakers Ground, Bradley Stoke, Bristol BS32 9DF
GR191300	251 Bakers Ground, Bradley Stoke, Bristol BS34 8TE
GR185865	281 Bakers Ground, Bradley Stoke, Bristol BS34 8EE
GR185426	287 Bakers Ground, Bradley Stoke, Bristol BS34 8GE
GR178922	363 Bakers Ground, Bradley Stoke, Bristol BS34 8GG
	Garage, Berkeley Mead BS32 8AU
AV183152	57 Berkeley Mead, Bradley Stoke, Bristol BS32 8AU
AV182193	58 Berkeley Mead, Bradley Stoke, Bristol BS32 8AU
GR187612	4 Bromfield Walk, Emersons Green, Bristol BS16 7AW
AV239763	46 Champion Drive, Bradley Stoke, Bristol BS32 8BH

AV162916	123 Cooks Close, Bradley Stoke, Bristol BS32 0BB
GR179425	44 Coriander Drive, Bradley Stoke, Bristol BS32 0DJ
GR186571	57 Coriander Drive, Bradley Stoke, Bristol BS32 0DJ
GR184491	62 Coriander Drive, Bradley Stoke, Bristol BS32 0DJ
AV256717	89 Coriander Drive, Bradley Stoke, Bristol BS32 0DL
GR185980	12a Coriander Drive, Bradley Stoke, Bristol BS32 0DJ
GR188531	73 Cornfield Close, Bradley Stoke, Bristol BS32 9DN
GR189055	43 Cornfield Close, Bradley Stoke, Bristol BS32 9DN
GR184042	72 Cornfield Close, Bradley Stoke, Bristol BS32 9DN
AV231057	4 Courtlands, Bradley Stoke, Bristol BS32 9BB
GR194712	24 Dewfalls Drive, Bradley Stoke, Bristol BS32 9BT
GR211361	91 Dewfalls Drive, Bradley Stoke, Bristol BS32 9BW
GR212425	147 Dewfalls Drive, Bradley Stoke, Bristol BS32 9BW
GR194210	40 Emerson Way, Emersons Green, Bristol BS16 7AS
GR205644	9 Fennel Drive, Bradley Stoke, Bristol BS32 0BX
GR192903	29 Fern Grove, Bradley Stoke, Bristol BS32 8DS
GR195035	43 Fern Grove, Bradley Stoke, Bristol BS32 8DS
GR181602	7 Ferndene, Bradley Stoke, Bristol BS32 9DG
AV219266	11 Foxcroft Close, Bradley Stoke, Bristol BS32 8BJ
AV244240	26 Garratt Drive, Bradley Stoke, Bristol BS32 8GD
AV238499	43 Grange Close, Bradley Stoke, Bristol BS32 9BB
GR199493	79 Guest Avenue, Emersons Green, Bristol BS16 7BA
Pen. Reg.	2 Hallen Close, Emersons Green, Bristol BS16 7JE
AV249620	8 Hawkins Crescent, Bradley Stoke, Bristol BS32 8EH
GR231829	40 Johnson Road, Emersons Green, Bristol BS16 7JR
GR228629	38 Johnson Road, Emersons Green, Bristol BS16 7JR
AV246607	48a Lapwing Close, Bradley Stoke, Bristol BS32 0BJ
AV245041	56 Linden Drive, Bradley Stoke, Bristol BS32 8DN

AV250361	10 Linden Drive, Bradley Stoke, Bristol BS32 4LA
AV186962	22 Little Meadow, Bradley Stoke, Bristol BS32 8AT
AV195508	163 New Road, Bradley Stoke, Bristol BS34 8TG
AV167281	43 Ottrells Mead, Bradley Stoke, Bristol BS32 0AJ
AV202545	111 Paddock Close, Bradley Stoke, Bristol BS32 0EY
AV208394	2 Palmers Leaze, Bradley Stoke, Bristol BS32 0HE
GR233622	117 Pinkers Mead, Emersons Green, Bristol BS16 7AJ
GR233622	119 Pinkers Mead, Emersons Green, Bristol BS16 7AJ
GR233622	121 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR233622	123 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR233622	125 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR233622	127 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR232356	129 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR232356	131 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR232356	133 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR232356	135 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR232356	137 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR232356	139 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR233075	153 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR233075	155 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR233075	157 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR233075	159 Pinkers Mead, Emersons Green, Bristol BS16 7JA
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GR233075	163 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR233075	165 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR233075	167 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR233075	169 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR233075	173 Pinkers Mead, Emersons Green, Bristol BS16 7JA

GR232013	141 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR232013	143 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR232013	145 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR232013	147 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR232013	149 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR232013	151 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR231142	175 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR231142	177 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR190219	12 Pinnell Drive, Emersons Green, Bristol BS16 7BJ
AV217166	53 Railton Jones Close, Stoke Gifford, Bristol BS34 8XY
GR190593	41 Rosemary Close, Bradley Stoke, Bristol BS32 8GU
GR234857	32 Lancelot Road, Stapleton, Bristol BS16 1WG
GR234857	34 Lancelot Road, Stapleton, Bristol BS16 1WG
GR234857	36 Lancelot Road, Stapleton, Bristol BS16 1WG
GR234857	38 Lancelot Road, Stapleton, Bristol BS16 1WG
GR183174	39 Taragon Place, Bradley Stoke, Bristol BS32 9DF
AV228590	6 Teal Close, Bradley Stoke, Bristol BS32 0EL
AV234618	47 The Bluebells, Bradley Stoke, Bristol BS32 8BD
AV233315	61 The Bluebells, Bradley Stoke, Bristol BS32 8BD
GR202887	11 The Culvert, Bradley Stoke, Bristol BS32 8AB
GR197739	46 The Culvert, Bradley Stoke, Bristol BS32 8AB
AV255690	23 The Dell, Bradley Stoke, Bristol BS32 8DZ
AV248664	19 The Willows, Bradley Stoke, Bristol BS32 8HJ
GR179769	80 The Willows, Bradley Stoke, Bristol BS32 8HJ
AV215891	70 The Worthys, Bradley Stoke, Bristol BS32 8DQ
AV211199	92 Watch Elm Close, Bradley Stoke, Bristol BS32 8AN
AV226662	15 Winsbury Way, Bradley Stoke, Bristol BS32 9BF
GR231830	9 Wright Way, Stapleton, Bristol BS16 1WE

GR231830	11 Wright Way, Stapleton, Bristol BS16 1WE
GR231830	15 Wright Way, Stapleton, Bristol BS16 1WE
AV248332	4 Fern Grove, Bradley Stoke, Bristol BS32 8DS
Pen. Reg.	1 Hallen Close, Emerson Green, Bristol BS16 7JE
Pen. Reg.	3 Hallen Close, Emerson Green, Bristol BS16 7JE
Pen. Reg.	4 Hallen Close, Emersons Green, Bristol BS16 7JE
Pen. Reg.	5 Hallen Close, Emersons Green, Bristol BS16 7JE
Pen. Reg.	6 Hallen Close, Emersons Green, Bristol BS16 7JE
GR233075	171 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR231142	179 Pinkers Mead, Emersons Green, Bristol BS16 7JA
GR231830	7 Wright Way, Stapleton, Bristol BS16 1WE
GR214861	20 Coriander Drive, Bradley Stoke, Bristol BS32 0DJ
GR183575	19 Fern Grove, Bradley Stoke, Bristol BS32 8DG
Pen.Reg.	7 Hallen Close, Emerson Green, Bristol BS16 7JE
Pen.Reg.	8 Hallen Close, Emerson Green, Bristol BS16 7JE
Pen.Reg.	9 Hallen Close, Emersons Green, Bristol BS16 7JE
Pen.Reg.	10 Hallen Close, Emersons Green, Bristol BS16 7JE
Pen.Reg.	11 Hallen Close, Emersons Green, Bristol BS16 7JE
	12 Hallen Close, Emersons Green, Bristol BS16 7JE
	14 Hallen Close, Emersons Green, Bristol BS16 7JE
	15 Hallen Close, Emersons Green, Bristol BS16 7JE
	16 Hallen Close, Emersons Green, Bristol BS16 7JE
	17 Hallen Close, Emersons Green, Bristol BS16 7JE

Kentbridge Estates Limited

Title No	Property Address
K783823	136 North Road, Hythe, Kent

K320779	4 St Johns Road, Hythe, Kent
K613300	65 Turnpike Hill, Hythe, Kent
K652168	39 Spanton Crescent, Hythe, Kent
K652380	Crows Nest, Helena Corniche, Hythe, Kent
K707745	47 Carlton Leas, The Leas, Folkstone, Kent

Molebridge Estates Limited

Title No	Property Address
SY571338	Kestan, 66 Ashley Park Avenue, Ashley Park, Walton on Thames KT12 1EU
SY364016	Waltons, 23 Cranley Road, Burwood Park, Walton on Thames KT12 5BT
SY444379	Bourn Lodge, Godolphin Rd, Weybridge KT13 0PU
SY655156	Cranleigh House, 2 Summit Place, Caenshill Road, Weybridge KT13 0SN
SY499689	Thornton, 48 Ince Road, Burwood Park, Walton on Thames KT12 1AA
SY416081	Bournside, 8 Tudor Close, Cobham KT11 2PH
SY372714	Branscombe, 9 Fairmeads, Fairmile Avenue, Cobham KT11 2JD
SY535960	Bourn End, 41 Burleigh Park, Cobham KT11 2DU
SY519623	Oakfield Cottage, 12 Danes Way, Oxshott KT22 0LX
SY408789	Downside, 13 Tudor Close, Cobham KT11 2PH
SY438161	Monteagle, 31 Pine Walk, Cobham KT11 2HJ
SY502695	Compton, 27 Milner Drive, Cobham KT11 2EZ
SY672168	4 Sandown Road, Esher, Surrey KT10 9TU
SY652081	Millpond Lodge, Hillview Road, Claygate KT10 0TU
SY575158	Falconwood, Steels Lane, Oxshott KT22 0QQ
SY465267	Ashley House, 24 Ince Road, Walton on Thames KT12 5BJ
SY645542	3 Lambourne Drive, Cobham KT11 3LB
SY280259	Appletree Cottage, The Chase, Knott Park, Oxshott KT22 0HR
SY561077	Oak House, Broom Way, Weybridge KT13 9TG

SY429425	Little Orchard, 15 Fairacres, Cobham KT11 2JW
SY668555	43 St Andrews Gardens, Albany Place, Cobham KT11 1HG
TGL156324	Flat 1 Trent House, May Bate Avenue, Canbury Place KT2 5UL
TGL156324	Flat 2 Trent House, May Bate Avenue, Canbury Place KT2 5UL
TGL156324	Flat 3 Trent House, May Bate Avenue, Canbury Place KT2 5UL
TGL156324	Flat 4 Trent House, May Bate Avenue, Canbury Place KT2 5UL
TGL156324	Flat 5 Trent House, May Bate Avenue, Canbury Place KT2 5UL
TGL156324	Flat 6 Trent House, May Bate Avenue, Canbury Place KT2 5UL
TGL156324	Flat 7 Trent House, May Bate Avenue, Canbury Place KT2 5UL
TGL156324	Flat 8 Trent House, May Bate Avenue, Canbury Place KT2 5UL
TGL156324	Flat 9 Trent House, May Bate Avenue, Canbury Place KT2 5UL
TGL156324	Flat 10 Trent House, May Bate Avenue, Canbury Place KT2 5UL
TGL156324	Flat 11 Trent House, May Bate Avenue, Canbury Place KT2 5UL
TGL156324	Flat 12 Trent House, May Bate Avenue, Canbury Place KT2 5UL

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 DEBENTURE 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 AND (3) THE SECURITY TRUSTEE (ALL AS DEFINED) DATED THE 1st OCTOBER 2001 AND CREATED BY FAIRBRIDGE GENERAL PARTNER LIMITED FOR SECURING ALL MONIES FROM TIME TO TIME DUE OR OWING AND ALL ACTUAL OR CONTINGENT LIABILITIES FROM TIME TO TIME INCURRED BY BOTH OR EITHER OF THE BORROWER AND THE GENERAL PARTNER TO ANY FINANCE PARTY UNDER OR PURSUANT TO THE FINANCE DOCUMENTS AND INTEREST ON THE MONEY AND LIABILITIES REFERRED TO (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th OCTOBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th OCTOBER 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —