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

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

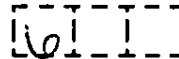
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4334057

Name of company

\* Regenda Limited (the "Chargor")

Date of creation of the charge

2 May 2008

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

Sub-Charge dated 2 May 2008 and made between the Chargor (1) Prudential Trustee Company Limited (the "Security Trustee") (2) and West Pennine Housing Association Limited (the "Charitable Subsidiary") (3) (the "Sub-Charge")

Amount secured by the mortgage or charge

All of the obligations which the Chargor or any other Principal Obligor may at any time have to the Security Trustee (whether for its own account or as trustee for the Beneficiaries (as defined below)) or any of the Beneficiaries (or any person on behalf of any of them) pursuant to the Relevant Documents (including the Sub-Charge) in respect of the Facility Liabilities or any other Secured Obligations including any liability in respect of any further advances made thereunder and under the Sub-Charge, whether at the date of the Sub-Charge or in the future, actual or contingent (and whether incurred solely or jointly and whether as a principal or as surety or in some other capacity) and every sum at any time owing, due or incurred by the Chargor to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries (or any person on behalf of any of them) in respect of any such obligations and liabilities

Cont/d

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

Prudential Trustee Company Limited of Laurence Pountney Hill, London, as  
Security Trustee for the Beneficiaries (as defined in Addendum 2/4)

Postcode EC4R 0HH

Presentor's name address and  
reference (if any)

Addleshaw Goddard LLP  
Box 500  
Companies House  
21 Bloomsbury Street  
London WC1B 3XD

MURRK/304919-2102

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



A47

10/05/2008  
COMPANIES HOUSE

107

Short particulars of all the property mortgaged or charged

Pursuant to the terms of the Sub-Charge, the Chargor

1 charges with full title guarantee in favour of the Security Trustee as trustee for the Beneficiaries for the payment and discharge of the Secured Obligations, at law all the indebtedness secured by the Charitable Subsidiary Fixed Charges and in addition by way of first sub-charge all the Chargor's right, title and interest from time to time in, to and under the Charitable Subsidiary Fixed Charges (which, so far as it relates to the Council Property Lease Security and the property charged thereby, shall be a charge at law of all the indebtedness secured thereby and in addition a charge by way of first sub-sub-charge),

Cont/d

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addleshaw Goddard LLP

Date 09/05/2008

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

*A fee 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 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

Name of company

\*insert full name  
of Company

\* Regenda Limited (the "Chargor")

## Addendum 1/4

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

## Addendum 2/4

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

The Chargor guarantees to the Security Trustee and the Beneficiaries full and prompt performance by each Principal Obligor of all the Facility Liabilities and Secured Obligations, and undertakes to the Security Trustee and the Beneficiaries that whenever a Principal Obligor does not pay any of the Facility Liabilities or other Secured Obligations when due, the Chargor shall forthwith on demand by the Security Trustee pay that amount as if the Chargor instead of the relevant Principal Obligor, were expressed to be the principal obligor, and indemnifies each Beneficiary on demand against any loss or liability suffered by it if any of the Facility Liabilities or other Secured Obligations is or becomes unenforceable, invalid or illegal

In this form

**"Additional Beneficiary"** means any person which becomes a Beneficiary pursuant to the provisions of clause 2 of the Security Trust Deed,

**"Additional Liabilities"** means all monies, liabilities and obligations whatsoever (at the date of the Sub-Charge or in the future, actual or contingent) due, owing, or incurred by any Principal Obligor to any Additional Beneficiary under any Designated Document,

**"Ancillary Documents"** means all valuations, stock condition survey reports, other survey reports, reports on title, certificates of title, duty of care letters, legal or other opinions, collateral warranties and other reports held or obtained by the Security Trustee in respect of the Security Assets or the Security Documents,

**"Arranger"** has the meaning given to it in the Facility Agreement, being initially The Royal Bank of Scotland plc

**"Beneficiaries"** means, subject to clause 2.6 of the Security Trust Deed, each of the Security Trustee, the Facility Agent, the other Finance Parties and each Additional Beneficiary and their respective successors and permitted assigns and transferees from time to time (whether immediate or derivative),

**"Charitable Subsidiary"** has the meaning given to it in the Facility Agreement,

**"Designated Debt"** means all monies, liabilities and obligations at the date of the Sub-Charge or at any time thereafter due, owing or incurred by each Principal Obligor (whether alone or jointly, whether actual or contingent and whether as principal or surety) in respect of

(a) the Facility Liabilities, and

(b) subject to clauses 2.2 and 2.3 of the Security Trust Deed, the Additional Liabilities,

**"Designated Document"** means each agreement or other instrument between a Principal Obligor and an Additional Beneficiary (or any Representative thereof) designated as a "Designated Document" by such Principal Obligor and such Additional Beneficiary (or any Representative thereof),

**"Facility Agent"** means the Facility Agent as defined in the Facility Agreement, being initially The Royal Bank of Scotland plc,

**"Facility Agreement"** means the facility agreement made between the Chargor as Borrower, The Royal Bank of Scotland plc as Arranger, Abbey National Treasury Services plc, National Westminster Bank Plc and Newcastle Building Society as

Name of company

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\* Regenda Limited (the "Chargor")

Original Lenders, The Royal Bank of Scotland plc as Facility Agent and the Security Trustee dated 24 March 2005,

**"Facility Liabilities"** means all present and future sums, liabilities and obligations whatsoever (at the date of the Sub-Charge or in the future, actual or contingent) due, owing, due or incurred by each Principal Obligor to the Security Trustee (for its own account or for the account of any other Finance Party), the Facility Agent, the Arranger, any Lender (as defined in the Facility Agreement) or any other Finance Party under any of the Finance Documents,

**"Finance Documents"** has the meaning given to it in the Facility Agreement,

**"Finance Parties"** means the Finance Parties as defined in the Facility Agreement (other than the Security Trustee),

**"Non-Charitable Subsidiary"** means each On-Lending Subsidiary which is not a Charitable Subsidiary

**"On-Lending Subsidiary"** has the meaning given to it in the Facility Agreement

**"Original Lenders"** means the Original Lenders as defined in the Facility Agreement, being Abbey National Treasury Services plc, National Westminster Bank Plc and Newcastle Building Society,

**"Principal Obligors"** means the Chargor and any other Non-Charitable Subsidiary becoming party to the Security Trust Deed as a Principal Obligor pursuant to a Principal Obligor Accession Agreement

**"Principal Obligor Accession Agreement"** means a deed substantially in the form set out in the Security Trust Deed

**"Relevant Documents"** means the Ancillary Documents, the Security Documents, the Finance Documents and the Designated Documents,

**"Representative"** means in relation to any Beneficiary, any person acting as an agent or representative of, or as trustee for, such Beneficiary and, in relation to the Finance Parties, shall for the avoidance of any doubt include the Facility Agent,

**"Rights"** means all rights vested in the Security Trustee by virtue of, or pursuant to, its holding the interests conferred on it by the Security Documents or under the Ancillary Documents and all right to make demands, begin proceedings or take any other action in respect thereof,

**"Secured Obligations"** means the aggregate of,

- (a) the Designated Debt,
- (b) all indemnification and reimbursement obligations of each Principal Obligor to the Beneficiaries or any of them under any of the Relevant Documents, and
- (c) all other amounts payable by any Principal Obligor to the Security Trustee, any nominee, delegate or agent thereof or any receiver under or in connection with any of the Relevant Documents,

**"Security Assets"** means (in this Addendum 2/4)

- (a) all assets, rights and property of any Principal Obligor mortgaged and/or charged and/or assigned pursuant to any Security Document, and
- (b) the Rights,

**"Security Documents"** means

- (a) the Security Documents as defined in the Facility Agreement other than
- (i) a Charitable Subsidiary Fixed Charge or a Charitable Subsidiary Floating Charge (as defined in the Facility

Name of company

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Agreement), or

- (ii) another Security Document where the relevant provider of security was a Charitable Subsidiary at the time the Security Document was originally entered into,
- (b) the Security Trust Deed,
- (c) each Supplemental Deed, and
- (d) any other document creating, evidencing or granting security for the obligations of any Principal Obligor under any Relevant Document

**"Security Trust Deed"** means the security trust deed dated 24 March 2005 between the Security Trustee, the Chargor and The Royal Bank of Scotland plc as Facility Agent, and

**"Supplemental Deed"** means a deed supplemental to (and as defined in) the Security Trust Deed

In this form, references to agreements, contracts, deeds or documents (including Relevant Documents) are to be construed to include any amendment, restatement, novation or supplement thereof

## Addendum 3/4

## 3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

## 4 Short particulars of all the property mortgaged or charged (continued)

- 2 assigns and agrees to assign with full title guarantee by way of security to the Security Trustee as trustee for the Beneficiaries as security for the payment and discharge of the Secured Obligations, all the Chargor's right, title and interest from time to time in, to and under each of the present and future Assigned Documents and any amount becoming payable to it pursuant thereto, and
- 3 charges with full title guarantee in favour of the Security Trustee as trustee for the Beneficiaries for the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in, to and under any relevant present and future asset referred to in 1 or 2 above and any amount becoming payable to it pursuant thereto if and in so far as any sub-charge or assignment set out in 1 or 2 above shall for any reason be ineffective as a sub-charge or assignment in relation to any asset

The Sub-Charge contains the following restrictions

- (a) the Chargor shall not create, grant, extend or permit to subsist any Security Interest on any of the Security Assets without the prior written consent of the Security Trustee or as permitted under the Facility Agreement and all other Relevant Documents, and
- (b) the Chargor shall not assign, transfer or otherwise dispose of all or any part of the Security Assets without the prior written consent of the Security Trustee or as permitted under the Facility Agreement and all other Relevant Documents

In this form

Name of company

\*insert full name  
of Company

\* Regenda Limited (the "Chargor")

**"Assigned Documents"** means the Downstairs Agreement in so far as it relates to the Charitable Subsidiary, all present and future Security Documents (including the Charitable Subsidiary Fixed Charges) entered into by the Charitable Subsidiary securing or guaranteeing obligations to the Chargor under the Downstairs Agreement, all other security and guarantees entered into by the Charitable Subsidiary from time to time held by the Chargor relating thereto, (to the extent that the Chargor has any interest thereunder) all Major Agreements relating to the Charitable Subsidiary or its assets (irrespective of whether the Charitable Subsidiary is a party thereto)

**"Charitable Subsidiary Fixed Charge"** means the fixed charge dated 2 May 2008 and made between West Pennine Housing Association Limited (1) and Regenda Limited (2) relating to the Limehurst Village Estate, Oldham (Title Numbers, GM784283, GM784285, GM784287, GM784284, and GM784286)

**"Council"** means Oldham Metropolitan Borough Council and its successors

**"Council Leased Properties"** means all that leasehold premises known as the Limehurst Village Estate, Oldham being all that premises comprised in the Council Property Lease and being registered at the Land Registry with title absolute under the whole of title numbers GM784363, GM784367, GM784371, GM784365 and GM784369

**"Council Properties"** means the properties sold by the Council to Portico Housing Association Limited under the Council Sale Agreements as more particularly described therein

**"Council Property Lease"** means the lease of the Council Properties creating the Council Leased Properties dated 10 March 1998 between Portico Housing Association Limited (1) and Limehurst Village Trust (2)

**"Council Property Lease Security"** means the fixed charge granted by Limehurst Village Trust to Portico Housing Association Limited dated 1 May 1998 in respect of the Council Leased Properties as security for Limehurst Village Trust's obligations under the Council Property Lease

**"Council Sale Agreement"** means

- (a) the contract for the transfer of certain of the Council's housing stock dated 9 March 1998 (together with the schedules thereto and annexures attached thereto) and entered into between the Council and Portico Housing Association Limited (and others) under which (inter alia) the Council agreed to sell, and Portico Housing Association Limited agreed to buy or lease, various Properties, and
- (b) each agreement, document, contract, transfer and deed entered into under or in connection with that agreement including, for the avoidance of doubt, the Council Property Lease and the Council Property Lease Security

**"Downstairs Agreement"** means the downstairs agreement (in a form approved by the Facility Agent) entered into or to be entered into between Maritime, Templar, West Pennine as borrowers, Regenda as lender and the Facility Agent on or around the date of this Agreement (as supplemented by the accession of On-Lending Subsidiaries as borrower parties thereto from time to time) pursuant to which Regenda agrees to make available loans to certain of its Subsidiaries (as defined in the Facility Agreement) out of the proceeds of Loans under this Agreement and each Non-Charitable Subsidiary guarantees the other obligations of the others thereunder

**"Housing Act"** means the Housing Act 1996

**"Maritime"** means Maritime Housing Association Limited, an industrial and provident society with registered number, 16213R and a Registered Social Landlord with registered number LO877

**"Major Agreement"** means the Deed of Warranty (as defined in the Facility Agreement), each Council Sale Agreement and each other agreement (if any) designated in writing as a Major Agreement by the Facility Agent and an Obligor (as defined in the Facility Agreement)

Name of company

\*insert full name  
of Company

\* Regenda Limited (the "Chargor")

**"Registered Social Landlord"** has the meaning ascribed to it in the Housing Act

**"Security Assets"** means (in this Addendum 4/4) all the assets, rights, property and undertaking of the Chargor from time to time charged or mortgaged in favour of, or assigned or agreed to be assigned (whether at law or in equity) to, the Security Trustee by the Chargor by or pursuant to the Sub-Charge

**"Security Interest"** means any mortgage, pledge, lien, charge, security Sub-Charge, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or any other type of preferential arrangement having a similar effect

**"Templar"** means Templar Housing Association Limited, an industrial and provident society with registered number 21135R and a Registered Social Landlord with registered number L0258

**"West Pennine"** means West Pennine Housing Association Limited, an industrial and provident society with registered number 20650R and a Registered Social Landlord with registered number L0252



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4334057  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUB-CHARGE DATED 2 MAY 2008  
AND CREATED BY REGENDA LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR  
ANY OTHER PRINCIPAL OBLIGOR TO THE SECURITY TRUSTEE  
OR ANY OF THE BENEFICIARIES (OR ANY PERSON ON BEHALF  
OF ANY OF THEM) 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 10 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MAY 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES