

ACC 00460024/13

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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.

CHFP025

ACCOUNT
10**395**

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

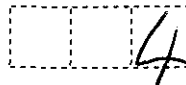
Please complete
legibly, preferably
in black type, or
bold block lettering

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

For official use

Company number

4644710



Name of company

*Insert full name
of Company

DAYVALLEY LIMITED (the Company)

Date of creation of the charge

22 February 2007

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

Deed of Debenture made between, amongst others, the Company and the Security Agent (the **Deed**)

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 the Beneficiaries (including, without limitation under the Transaction Documents) except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985. (the **Secured Liabilities**)

Please see annexure 1 for definitions

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

The Governor and Company of the Bank of Scotlandacting as agent and trustee for itself and on behalf of each of the Beneficiaries (**Security Agent**)

3-5 Albyn Place, Aberdeen, Scotland

Postcode

AB10 1PY

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

Our Ref: ROWEO/312162-236
Addleshaw Goddard LLP
Box 500, Companies House
21 Bloomsbury Street
London, WC1B 3XD

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

see annexure 1

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

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

Signed

Addleshaw Goldclod

Date

26/2/2007

On behalf of [mortgagee/chargee]

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.
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;
- 3 (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 CF4 3UZ, DX: 33050 Cardiff

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Form 395

Annexure 1

DAYVALLEY LIMITED**Co. No. 4644710**

Short particulars of all the property mortgaged or charged

1 Fixed Security**1.1 Creation**

Pursuant to the Deed it was agreed that each Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 2.3 of the Deed, as detailed at paragraph 1.3 of this form 395:

- (a) charged in favour of the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) by way of a first legal mortgage all the property belonging to it at the date of the Deed and specified in Schedule 1 of the Deed, as detailed at Schedule 1 of this form 395 and all other interests in any freehold, commonhold or leasehold property or other interests in real property at the date of the Deed or in the future belonging to it;
- (b) charged in favour of the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) by way of a first fixed charge:
 - (i) (to the extent that they are not effectively charged under Clause 2.1(a) of the Deed, as detailed at paragraph 1.1(a) of this form 395) all interests in any freehold, commonhold or leasehold property or other interests in real property at the date of the Deed or in the future belonging to it;
 - (ii) all of its rights and benefits under each agreement relating to the acquisition of any Mortgaged Property by it or for it and the benefit of all agreements, contracts, deeds, undertakings, title indemnity policies, guarantees, warranties and other documents at the date of the Deed or thereafter in existence in relation to any Mortgaged Property;
 - (iii) all plant and machinery belonging to it and its interest in any plant or machinery in its possession and in all Fixtures;
 - (iv) (to the extent not effectively assigned under Clause 2.2(c) of the Deed, as detailed at paragraph 1.2(c) of this form 395) all of its benefits, claims and returns of premiums in respect of the Insurances;
 - (v) its rights under each appointment of a managing agent of any Mortgaged Property or any Premises;
 - (vi) all moneys standing to the credit of any account (including the Collection Account and Security Accounts and notwithstanding that the existence of such an account may be in breach of the Deed) with any person and the debts represented by them;
 - (vii) its goodwill and its uncalled capital;

- (viii) its book and other debts (including, without limitation, debts arising under loan agreements in respect of loans made by the Chargor from time to time), both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to it;
- (ix) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in Clause 2.1(b)(viii) of the Deed, as detailed at paragraph 1.1(b)(viii) of this form 395;
- (x) (to the extent not effectively assigned under Clause 2.2(d) of the Deed, as detailed at paragraph 1.2(d) of this form 395) its rights under any Hedging Agreements;
- (xi) any of its beneficial interest, claim or entitlement in any pension fund;
- (xii) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
- (xiii) the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, warranties (including, without limitation, all collateral warranties relating to the construction, design or maintenance of any Mortgaged Property) and representations given or made by any building contractors, professional advisers or any other person in relation to any Mortgaged Property, including all rights and remedies available to it against such persons including, without limitation, to the extent not effectively assigned pursuant to Clause 2.2 of the Deed, as detailed at paragraph 1.2 of this form 395, the benefit of all rights vested in it pursuant to the Agreements (and each and every claim and judgment arising therefrom); and
- (xiv) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights.

1.2 Assignment

Pursuant to the Deed it was agreed that each Chargor, in the manner specified in Clause 2.3 of the Deed, as detailed at paragraph 1.3 of this form 395, assigned to the Security Agent by way of security for the payment and performance of the Secured Liabilities all of its right, title and interest (if any) in and to:

- (a) all Rental Income and any guarantee of any Rental Income contained in or relating to the Occupational Leases;
- (b) all its rights (if any) under the Insurances and any other insurances relating to the Mortgaged Properties to which the Chargor is entitled; and
- (c) each hedging arrangement to which it is a party (including, without limitation, each Hedging Agreement).

1.3 Title Guarantee

- (a) Pursuant to the Deed it was agreed that every disposition effected by the Deed is made with full title guarantee.
- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

2 Floating Charge

2.1 Creation

Pursuant to the Deed it was agreed that each Chargor as security for the payment of the Secured Liabilities and in the manner specified in Clause 2.3 of the Deed, as detailed at paragraph 1.3 of this form 395 charged in favour of the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage, fixed charge or assignment by way of security by Clause 2 of the Deed, as detailed at paragraph 1 of this form 395.

2.2 Conversion by notice

Pursuant to the Deed it was agreed that the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) may by notice to any Chargor convert the floating charge created by the Deed into a fixed charge in relation to all or any of that Chargor's assets specified in the notice if:

- (a) the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) has reasonable grounds for considering those assets to be in jeopardy, by legal process or otherwise;
- (b) an Event of Default has occurred and is continuing; or
- (c) the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Agent (as agent and trustee for itself and each of the other Beneficiaries), be likely to lead to the making of an application to appoint an administrator in relation to any Chargor or lead to the presentation of a petition to appoint an administrator in relation to any Chargor (or such an administrator has been appointed) or to wind up any Chargor (or that such a petition has been presented); or that steps have been taken to appoint an administrator out of court.

2.3 Automatic conversion

Pursuant to the Deed it was agreed that the floating charge created by the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of every Chargor (other than in respect of assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of automatic conversion) on the convening of any meeting of the members of any Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up).

2.4 No waiver

Pursuant to the Deed it was agreed that the giving by the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) of a notice pursuant to Clause 3.2 of the Deed, as detailed at paragraph 2.2 of this form 395 in relation to any class of any Chargor's assets, rights and property shall not be construed as a waiver or abandonment of the Security Agent's (as agent and trustee for itself and each of the other Beneficiaries) rights to give other similar notices in respect of any other class of assets or any of the rights of the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) (or any of them) under any Transaction Documents.

2.5 Small company moratorium

Pursuant to the Deed it was agreed that where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not cause the floating charge created by the Deed to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by the Chargor.

3 Disposals

Pursuant to the Deed it was agreed that save as permitted by the Finance Documents, no Chargor shall either by a single transaction or by a series of transactions, whether related or not and whether voluntarily or involuntarily, sell, transfer or otherwise dispose of all or any part of the Mortgaged Property except with the prior written consent of the Security Agent (which consent may be subject to such conditions and restrictions as the Security Agent may in its sole discretion specify).

4 Further Assurances

Pursuant to the Deed it was agreed that each Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) or a Receiver may reasonably require for:

- (a) perfecting or protecting the security intended to be created by the Deed over any Security Asset (including without limitation, the execution of any supplemental legal charge); and
- (b) (upon the occurrence of an Event of Default and during its continuance) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) or any Receiver or any of its or their delegates or sub delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) may think expedient.

5 Continuing Security

Pursuant to the Deed it was agreed that the security constituted by the Deed is continuing and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

6 Covenant to pay

Pursuant to the Deed it was agreed that each Chargor shall pay or discharge the Secured Liabilities in the manner provided for in any document creating or evidencing the Secured Liabilities and/or otherwise as agreed between any Chargor and the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) from time to time.

7 Tacking

Pursuant to the Deed it was agreed that each Beneficiary by the Security Agent's (as agent and trustee for itself and each of the other Beneficiaries) execution of the Deed covenants with each Chargor that it shall perform its obligations under any document creating or evidencing the Secured Liabilities (including any obligation to make available further advances).

Definitions

Agreements means each agreement more specifically defined in Schedule 3 and each such other collateral warranty agreement in favour of a Chargor relating to a Property from time to time

Arranger means The Governor and Company of the Bank of Scotland

Beneficiaries means the Security Agent, each other Finance Party, the Hedging Counterparty Guarantor and the Hedging Counterparty (as each term is defined in the Facility Agreement) (each a Beneficiary)

Borrower means Greenflat Limited, a company incorporated in England and Wales with registered number 5488261

Chargors means those companies as listed at Schedule 2 of this form 395, which term includes the Company and each a **Chargor**

Collection Account has the meaning ascribed to it in clause 12.1 (Designation of Account) of the Facility Agreement

Deed of Assignment means each deed of assignment executed by a Facility Obligor in favour of the Security Agent (as agent and trustee for itself and the other Beneficiaries) in respect of any collateral warranties relating to the Properties

Event of Default means any event or circumstance specified as such in clause 22 (Events of Default) of the Facility Agreement

Facility Agent means The Governor and Company of the Bank of Scotland

Facility Agreement means the facility agreement dated on or about today's date between the Borrower as borrower, the companies listed in Part 1 of Schedule 1 thereof as Guarantors as guarantors, the Financial Institutions listed in Part 2 of Schedule 1 thereof as lenders, the Security Agent as arranger, facility agent, hedging counterparty guarantor and security agent and HBOS Treasury Services as Hedging Counterparty

Facility Obligor means the Borrower and each Guarantor

Fee Letter means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower (or the Facility Agent and the Borrower) setting out any of the fees referred to in clause 13 (Fees) of the Facility Agreement

Finance Documents means the Facility Agreement, any Fee Letter, any Subordination Deed, the Hedging Counterparty Indemnity, each Security Document and any other document designated as such by the Facility Agent and the Borrower

Finance Party means each Lender, the Facility Agent, the Security Agent and the Arranger

Fixtures means all fixtures and fittings (including those of trade) and fixed plant and machinery on a Mortgaged Property

Guarantors means those companies specified in Part 1 of Schedule 1 of the Facility Agreement

Hedging Agreements has the meaning ascribed to it in the Facility Agreement

Hedging Counterparty means HBOS Treasury Services plc

Hedging Counterparty Guarantee means the guarantee dated 22 February 2007 given by the Hedging Counterparty Guarantor to the Hedging Counterparty in respect of the obligations of the Borrower under the Hedging Agreements

Hedging Counterparty Guarantor has the meaning ascribed to it in the Facility Agreement

Hedging Counterparty Indemnity means the indemnity dated on 22 February 2007 granted by the Borrower to the Hedging Counterparty Guarantor in respect of the Hedging Counterparty Guarantee

Insurances means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest)

Interest Shortfall Guarantee has the meaning ascribed to it in the Facility Agreement

Lender has the meaning ascribed to it in the Facility Agreement

Mortgaged Property means each freehold, commonhold and leasehold property (if any) (including the Property and the Premises) or other real property interest the subject of the security created by the Deed (and Mortgaged Properties shall be construed accordingly)

Occupational Leases means all and any of the following leases headleases or (in the case of (b) (in part), (d), (e), (f), (g), (h), (i) and (j) below long underleases) affecting the Property

- (a) Pulteney House Property: lease dated 26 October 2001 between City & County (Bath) Limited and (2) The University of Bath for a term of 30 years from 28 September 2001
- (b) Carpenter House Property: lease dated 21 June 2002 between Carpenter (Bath) Limited and (2) The University of Bath for a term from 21 June 2002 to 6 September 2002
- (c) Ebenezer Street Property: lease dated 31 May 2002 between (1) JF Miller Properties Limited and (2) Islington and Shoreditch Housing Association Limited for a term of 25 years from 31 May 2002
- (d) Liverpool Property
 - (i) lease dated 8 October 2001 between (1) Lanemore Limited (2) Cosmopolitan Housing Association Limited and (3) Rotch Property Group Limited for a term of 35 years from 8 October 2001

- (ii) lease dated 6 November 2002 between (1) Lanemore Limited (2) Cosmopolitan Housing Association Limited and (3) Rotch Property Group Limited for a term of 35 years from 8 October 2001
- (iii) lease dated 14 January 2002 between (1) Lanemore Limited and (2) Cobh Enterprises Limited for a term of 999 years (less 3 days) from 7 July 2000
- (iv) lease dated 12 September 2003 between (1) Lanemore Limited and (2) Liverpool John Moores University for a term of 125 years from 24 June 2001
- (e) Greenwich Property: lease dated 5 August 2002 between (1) Centros Miller Limited and (2) Hyde Housing Association Limited for a term of 124 years from 5 August 2002
- (f) Tripos Court Property: lease dated 5 September 2002 between (1) Charmglade Limited and (2) Peddards Way Housing Association Limited for a term of 35 years from 5 September 2002
- (g) Marybone II Property: underlease dated 22 December 2004 between (1) Wealdmist Limited and (2) Cosmopolitan Housing Association Limited for a term of 35 years from 22 December 2004
- (h) Marybone III Property: underlease dated 29 October 2004 between (1) Bankmead Limited and (2) Cosmopolitan Housing Association Limited for a term of 35 years from 29 October 2004
- (i) Lime Street Property: lease dated 3 September 2004 between (1) Liverpool John Moores University and (2) Cosmopolitan Housing Association Limited for a term of 125 years from 24 June 1996
- (j) Stratford Property: lease dated 11 September 2006 between (1) Miletower Limited (2) Cosmopolitan Student Homes Limited (2) Cosmopolitan Housing Association Limited (3) for a term of 35 years from 10 September 2006
- (k) Lonsdale Hall Property: lease dated 21 October 1992 between (1) Normid Housing Association Limited and (2) The Derbyshire College of Higher Education Foundation for a term of 26 years and 331 days from 21 October 1992
- (l) Laverstoke Court Property: lease dated 3 April 1992 between (1) Normid Housing Association Limited and (2) The Derbyshire College of Higher Education Foundation for a term of 26 years and 241 days from 3 April 1992

as amended, varied or supplemented as at 22 February 2007 and any subsequent lease, agreement for lease and any other lease, licence, tenancy, nomination or other occupational arrangement granted or acquired by a Facility Obligor with the written consent of the Facility Agent and in a form approved by the Facility Agent which in any case provides for occupation of a Property by a third party from time to time and any guarantee of any tenant's or other obligor's obligations there under and references to Occupational Lease shall include a reference to any such lease as amended varied or supplemented with the prior approval of the Facility Agent in respect of any variation or amendment after 22 February 2007

Premises means any building or other edifice from time to time on any Property

Property means stated below in each of the following as more particularly described in Schedule 1 to this form 395)

- (a) Pulteney House, Pulteney Road, Bath (**Pulteney House Property**)
- (b) Carpenter House, Broad Way, Bath (**Carpenter House Property**)
- (c) 15 Ebenezer Street and 25 Provost Street, Hackney, London (**Ebenezer Street Property**)
- (d) Marybone, Vauxhall Road, Pickop Street, Liverpool (**Liverpool Property**)
- (e) Student Accommodation Building Cutty Sark Development, Greenwich, London (**Greenwich Property**)
- (f) Tripos Court, Homerton Road, Cambridge (**Tripos Court Property**)
- (g) All that property being part of 4 to 12 (even numbers) Marybone, Liverpool (**Marybone II Property**)
- (h) All that property being part of 1 to 9 (odd numbers) Great Crosshall Street, Liverpool (**Marybone III Property**)
- (i) North Western Halls, Lime Street, Liverpool (**Lime Street Property**)
- (j) The Willows, North Alcester Road, Stratford-upon-Avon (**Stratford Property**)
- (k) Lonsdale Hall, Lonsdale Place, Uttoxeter New Road, Derby DE22 3NX (**Lonsdale Hall Property**)
- (l) Laverstoke Court, Peet Street, Derby DE22 3NT (**Laverstoke Court Property**)

Receiver means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver (including, without limitation, an administrative receiver or an administrator), in either case, appointed under the Deed or pursuant to any statute

Rental Income in relation to a Property means at any time

- (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all Occupational Leases to which the applicable Facility Obligor is entitled and
- (b) all other monies derived by a Facility Obligor from any third parties relating to the use and/or occupation of a Property (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and any covenantor under any Occupational Lease, and sums received from any deposit held as security for the performance of tenants' obligations)

Scottish Security means each assignation in security of accounts in respect of each bank account of a Facility Obligor situate in Scotland and entered into or to be entered into on or about the date of the Facility Agreement in favour of the Security Agent

Security Accounts means the Collection Account, the Birchlake Account, the Debt Service Reserve Account and the Sales Proceeds Account (each as defined in clause 12.1 (Designation of Account) of the Facility Agreement) and any other account opened by the Security Agent from time to time in the name of a Chargor for the purposes of any Security Document

Security Agent means The Governor and Company of the Bank of Scotland

Security Asset means all assets of the Chargor the subject of any security created by the Deed (and includes the Mortgaged Properties)

Security Document means the Deed, the Share Mortgage, each Deed of Assignment, the Interest Shortfall Guarantee, the Scottish Security and any other document designated as a Security Document by the Security Agent and the Borrower

Share Mortgage means the mortgage of shares in the Borrower granted on or around the date of the Facility Agreement in favour of the Security Agent

Subordination Deed means any agreement or deed pursuant to which the claims of any person making a loan to a Facility Obligor are subordinated to the claims of the Beneficiaries against such Facility Obligor in a manner satisfactory to the Security Agent

Transaction Documents means the Finance Documents and any Hedging Agreement

Schedule 1**Mortgaged Property**

- 1 All that leasehold land and building known as Student Accommodation Building, Cutty Sark Development, Creek Road, London SE10 9SW registered with leasehold title absolute at The Land Registry under title number TGL203015
- 2 All that leasehold land and building at Tripos Court, Cambridge registered at The Land Registry under title number CB252668 with leasehold title absolute
- 3 15 Ebenezer Street and 25 Provost Street (formerly known as Block H) Ebenezer Street, London N1 7NP registered with title absolute at The Land Registry under title number EGL440745
- 4 All that leasehold land at building on the east side of Vauxhall Road Merseyside registered at The Land Registry with leasehold title absolute under title number MS436102
- 5 All the freehold land and buildings at Carpenter House, Broad Quay, Bath registered at The Land Registry under title numbers AV126034 and AV126033 with title absolute
- 6 All the leasehold land and buildings at Carpenter House, Broad Quay, Bath registered at The Land Registry under title numbers AV126032 and AV126028 with good leasehold title
- 7 All that land and buildings at Pulteney Street, Bath, Somerset registered at The Land Registry under title numbers ST166922 and AV120345
- 8 All that leasehold property known as Northwestern Hall, Lime Street, Liverpool demised by a lease dated 15 August 1996 between (1) Railtrack Plc and (2) JMU Property Development Company Limited and registered at The Land Registry under title number MS380176
- 9 All that leasehold property being part of Building 4-12 (even) Marybone, Liverpool demised by a lease dated 1 September 2003 between Wavetop Limited (1) Cosmopolitan Housing Association Limited (2) Rotch Property Group Limited (3) and registered at The Land Registry under title number MS485167
- 10 All that leasehold property being part of the Building at 1-9 (odd) Great Crosshall Street, Liverpool demised by a lease dated 1 September 2004 between (1) David McLean Developments Limited and (2) Cosmopolitan Housing Association Limited and registered at The Land Registry under title number MS495978
- 11 All that leasehold property known as The Willows North, Alcester Road, Stratford-upon-Avon demised by a lease dated 4 May 2005 between Stratford Upon Avon College (1) Miletower Limited (2) and Rotch Property Group Limited (3) and registered at The Land Registry under title number WK422639
- 12 All that leasehold property known Laverstoke Court, Uttoxeter, New Road, Derby DE22 3NT as demised by a lease 22 March 2000 between Touchstone Housing Association Limited (1) and Fernstem Limited (2)
- 13 All that leasehold property known as Lonsdale Hall, Lonsdale Place off Uttoxeter New Road, Derby DE22 3NX demised by a lease 22 March 2000 between Touchstone Housing Association Limited (1) and Fernstem Limited (2)

Schedule 2

Chargors

Company Name	Company Number	Jurisdiction of Incorporation	Property
Bankmead Limited	4563521	England and Wales	Marybone III
Birchlake Limited	4151787	England and Wales	None
Brookrain Limited	5494763	England and Wales	None
Carpenter (Bath) Limited	4035575	England and Wales	Carpenter House Property
Charmglade Limited	4097912	England and Wales	Tripes Court Property
City & County (Bath) Limited	03577186	England and Wales	Pulteney House Property
Courtdock Limited	3902340	England and Wales	None
Dawnread Limited	4644714	England and Wales	Lime Street Property
Dayvalley Limited	4644710	England and Wales	None
Domecroft Limited	3934638	England and Wales	None
Dovedream Limited	4873646	England and Wales	None
Fernstem Limited	3812437	England and Wales	Overriding leases of Laverstoke Court, Property and Lonsdale Hall Property
Foldlane Limited	04083250	England and Wales	None
Greenflat Limited	5488261	England and Wales	None
Lanemore Limited	03941320	England and Wales	Liverpool Property
Logways Limited	04026653	England and Wales	Greenwich Property
Miletower Limited	5312149	England and Wales	Stratford Property
Postlane Limited	3818987	England and Wales	Head Leases in respect of Lonsdale Hall Property and Laverstoke Hall Property
Rainweald Limited	4644712	England and Wales	None
Wallmanor Limited	03963620	England and Wales	Ebenezer Street Property
Wealdmist Limited	5227572	England and Wales	Marybone II

Schedule 3

Agreements

Date	Agreement	Parties
2007	Management Agreement	(1) Prime Estates Property Management Limited (2) each Chargor
16 November 2001	Warranty Agreement (Contractor)	(1) Midas Construction Limited (2) City & County (Bath) Limited
4 September 2001	Warranty Agreement (Architect)	(1) Anthony Shores Architects Limited (2) City & County (London) Limited (2) City & County (Bath) Limited
31 July 2000	Warranty Agreement (Employer's Agent and Planning Supervisor)	(1) Stephens & Co (Cost Management) Limited (2) City & County (Bath) Limited
9 June 2000	Warranty Agreement (Factual Site Investigation)	(1) Celtic Technologies Limited (2) City & County (Bath) Limited
5 October 2000	Warranty Agreement (Contractor)	(1) Lanemore Limited (2) David McLean Contractors Limited
7 July 2000	Warranty Agreement (Initial Scheme Architect)	(1) Lanemore Limited (2) Falconer Chester
7 July 2000	Warranty Agreement (Civil Structural Engineers)	(1) Lanemore Limited (2) Mott MacDonald Limited
7 July 2000	Warranty Agreement (Employer's Agent)	(1) Lanemore Limited (2) E C Harris
22 October 2001	Warranty Agreement (Piling Works)	(1) Stent Foundations Limited (2) Lanemore Limited
22 October 2001	Warranty Agreement (Erection of Steel Work)	(1) Henry Smith (Constructional Engineers) Limited (2) Lanemore Limited
22 October 2001	Warranty Agreement (Mechanical and Plumbing Works)	(1) Haden Young Limited (2) Lanemore Limited
22 October 2001	Warranty Agreement (Roofing and Cladding Works)	(1) European Sheeting Limited (2) Lanemore Limited
22 October 2001	Warranty Agreement (Electrical Works)	(1) G K Electrical Limited (2) Lanemore Limited
22 October 2001	Warranty Agreement (Precast Concrete Floors and Stairs)	(1) Bison Concrete Products Limited (2) Lanemore Limited
31 May 2002	Warranty Agreement (Contractor)	(1) Wallmanor Limited (2) Alfred McAlpine Construction Limited
31 May 2002	Warranty Agreement (Architect)	(1) Wallmanor Limited (2) JCMT Architects
31 May 2002	Warranty Agreement (Engineer)	(1) Wallmanor Limited (2) Alan Consibee & Associates
31 May 2002	Warranty Agreement (M&E Engineer)	(1) Wallmanor Limited (2) Desco (Design & Consultancy) Limited
31 May 2002	Warranty Agreement (Employer's	(1) Wallmanor Limited

Date	Agreement	Parties
	Agent)	(2) Baily-Garner
31 May 2002	Sub-Consultant Warranty Agreement (Drainage Engineer)	(1) Wallmanor Limited (2) Taylor Whalley Sprya Limited
30 May 2002	Developer Agreement	(1) JF Miller Properties Limited (2) Wallmanor Limited (3) The Governor and Company of the Bank of Scotland
31 July 2001	Warranty Agreement (Contractor)	(1) Welbeck Land Limited (2) Rokbuild Limited (2) Domecroft Limited
31 July 2001	Warranty Agreement (Architect)	(1) BBA Architects Limited (2) Rokbuild Limited (2) Domecroft Limited
31 July 2001	Warranty Agreement (Structural Engineers)	(1) Jubb Consulting Engineers Limited (2) Rokbuild Limited (2) Domecroft Limited
31 July 2001	Warranty Agreement (M&E Engineers)	(1) Dodd Cumming & Love (2) Rokbuild Limited (2) Domecroft Limited
31 July 2001	Warranty Agreement (Employer's Representatives)	(1) Welbeck Land Limited (2) Total Project Integration Limited (2) Domecroft Limited
17 December 2001	Main Contractor Warranty	(1) Homerton Street Developments Limited (2) Galliford (UK) Limited (3) Charmglade Limited (4) Galliford Try Plc
30 October 2001	Architects Warranty	(1) Homerton Street Developments Limited (2) Biscoe Stanton Architects (3) Charmglade Limited
30 October 2001	Civil/Structural Engineer Warranty	(1) Homerton Street Developments Limited (2) Richard Jackson plc (3) Charmglade Limited
1 November 2001	M&E Engineer Warranty	(1) Homerton Street Developments Limited (2) Brian Warwicker Partnership plc (3) Charmglade Limited
30 October 2001	QS/Employer's Agent Warranty	(1) Homerton Street Developments Limited (2) Charmglade Limited (3) Leonard Stace Management Limited
1 November 2001	Planning Supervisor Warranty	(1) Homerton Street Developments Limited (2) AFP Health & Safety Consultants Limited (3) Charmglade Limited
25 February 2002	Sub-Contractor Collateral Warranty	(1) Homerton Street Developments Limited (2) Galliford (UK) Limited (3) Hills Electrical & Mechanical plc (4) Charmglade Limited

Date	Agreement	Parties
27 March 2002	Sub-contractor Collateral Warranty	(1) Homerton Street Developments Limited (2) Galliford (UK) Limited (3) Mayfayre Window Systems Limited (4) Charmglade Limited
12 June 2002	Sub-contractor Collateral Warranty	(1) Homerton Street Developments Limited (2) Galliford (UK) Limited (3) Frank H Dale Limited (4) Charmglade Limited
31 July 2002	Sub-contractor Collateral Warranty	(1) Homerton Street Developments Limited (2) Galliford (UK) Limited (3) Proclad (Sheffield) Limited (4) Charmglade Limited
9 September 2002	Sub-contractor Collateral Warranty	(1) Horbury Building Systems Limited (2) Metsec Framing Limited (3) Charmglade Limited
2 September 2002	Contractor Warranty	(1) Shimizu Europe Limited (2) Logways Limited
2 September 2002	Architects Warranty	(1) MKR Partnership (2) Logways Limited
2 September 2002	M & E Consultants Warranty	(1) Curona Design Limited (2) Logways Limited
2 September 2002	Civil and Structural Engineering Consultants Warranty	(1) Campbell Reith Hill Limited Liability Partnership (2) Logways Limited
2 September 2002	Acoustical Services Consultant Warranty	(1) Lee Cunningham Partnership Limited (2) Logways Limited
2 September 2002	Planning Consultant Warranty	(1) Gleeds Health and Safety Limited (2) Logways Limited
2 September 2002	Project Manager's Warranty	(1) Gleeds Management Services Limited (2) Logways Limited
2 September 2002	Quantity Surveyor's Warranty	(1) Gleeds (2) Logways Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04644710

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd FEBRUARY 2007 AND CREATED BY DAYVALLEY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGOR TO THE BENEFICIARIES 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 1st MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th MARCH 2007.

L Cangelosi



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —