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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395 00400024 ✓ Particulars of a mortgage or charge

395

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



04768581

Name of company

* Wilson Connolly Orb Limited registered in England and Wales (Chargor)
Now KIA. FAIRHOLD APOLLO LIMITED

Date of creation of the charge

19 December 2008

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

Deed of debenture between the Chargor and the Security Trustee (as defined
below) (Deed)

Amount secured by the mortgage or charge

All obligations and liabilities on or after the date of the Deed, whether actual or contingent and whether
owed jointly or severally or in any other capacity whatsoever, of the Chargor to the Finance Parties
(including, without limitation under the Finance Documents) except for any obligation which, if it were
so included, would result in a contravention of section 151 of the Companies Act 1985 (Secured
Liabilities)

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

Bank of Scotland plc 3-5 Albyn Place, Aberdeen, Scotland (Security Trustee)

Postcode AB10 1PY

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

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

LAWLC/312162.313

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



LD2

LCNL56AQ

06/01/2009

COMPANIES HOUSE

257

1 FIXED SECURITY

1.1 Creation

The 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 set out in paragraph 1.3 of this form 395):

- (a) charged in favour of the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) by way of a first legal mortgage all the property (if any) belonging to it and specified in schedule 2 of the Deed (as set out in schedule 1 of this form 395) and all other interests in any freehold or leasehold property or other interests in real property belonging to it on or after the date of the Deed;

(See continuation...)

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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

Adelleshun Galalad UO

Date

06.01.2009

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
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* Wilson Connolly Orb Limited registered in England and Wales (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)

Addendum 3/4

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

Addendum 4/4

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

- (b) charged in favour of the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) 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 set out in paragraph 1.1(a) of this form 395)) all interests in any freehold or leasehold property or other interests in real property belonging to it on or after the date of the Deed;
 - (ii) all of its rights and benefits under each agreement relating to the acquisition of any Mortgaged Property specified in schedule 2 of the Deed (as set out in schedule 1 of this form 395) by it or for it and the benefit of all agreements, contracts, deeds, undertakings, title indemnity policies, guarantees, warranties and other documents in existence on or after the date of the Deed 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 set out in 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;

Name of company

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- (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 set out in paragraph 1.1(b)(viii) of this form 395);
- (x) (to the extent not effectively assigned under clause 2.2(c) of the Deed (as set out in paragraph 1.2(c) 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 set out in paragraph 1.2 of this form 395), the benefit of all rights vested in it pursuant to the Agreements; 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;
- (c) mortgaged and charged and agreed to mortgage and charge to the Security Trustee all Charged Shares held by it on or after the date of the Deed and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and
- (d) mortgaged and charged and agreed to mortgage and charge to the Security Trustee all the Related Rights accruing to all or any of the Charged Shares held by it on or after the date of the Deed and/or nominee on its behalf, the same to be a security by way of a first mortgage or charge

PROVIDED THAT:

- (i) no dividends or other distributions may be paid unless in accordance with the terms of the Facility Agreement; and
- (ii) no voting rights attaching to the relevant Charged Shares may be exercised by the Chargor without the prior written consent of the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties).

1.2 Assignment

The Chargor, in the manner specified in clause 2.3 of the Deed (as set out in paragraph 1.3 of this form 395), assigned to the Security Trustee 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) each Agreement (and each and every claim and judgment arising therefrom);
- (b) all Rental Income and any guarantee of any Rental Income contained in or relating to the Occupational Leases; and
- (c) each hedging arrangement to which it is a party (including, without limitation, each Hedging Agreement).

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1.3 Title Guarantee

- (a) 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**

The Chargor as security for the payment of the Secured Liabilities and in the manner specified in clause 2.3 of the Deed (as set out in paragraph 1.3 of this form 395) charged in favour of the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) 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 set out in paragraph 1 of this form 395).

2.2 Conversion by notice

It was agreed that the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) may by notice to the Company convert the floating charge created by the Deed into a fixed charge in relation to all or any of the Chargor's assets specified in the notice if:

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

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 the Chargor on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up).

2.4 No waiver

It was agreed that the giving by the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) of a notice pursuant to clause 3.2 of the Deed (as set out in paragraph 2.2 of this form 395) in relation to any class of the Chargor's assets, rights and property shall not be construed as a waiver or abandonment of the Security Trustee's (as Security Trustee and trustee for itself and each of the other Finance Parties) rights to give other similar notices in respect of any other class of assets or any of the rights of the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) (or any of them) under any Finance Documents.

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*insert full name
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3 GUARANTEE**3.1 Guarantee and indemnity**

It was agreed that the Chargor irrevocably and unconditionally:

- (a) as principal obligor, jointly and severally guaranteed to each Finance Party the prompt performance by each Debtor of the obligations owed by such Debtor to the Finance Parties and promises to pay to the Security Trustee on demand all Secured Liabilities from time to time due and payable (but unpaid) by any Debtor;
- (b) undertook with each Finance Party that whenever any Debtor does not pay any Secured Liability when due (or within any applicable grace period), the Chargor shall forthwith on demand by each Finance Party pay that amount as if the Chargor instead of such Debtor were expressed to be principal obligor; and
- (c) agreed as a primary obligation to indemnify each Finance Party on demand from and against any cost, loss or liability suffered by any Finance Party as a result of any agreement between such Finance Party and any Debtor or any obligation guaranteed by it being or becoming void, voidable or unenforceable for any reason whatsoever, whether or not known to the Finance Party, the amount of such, cost, loss or liability being the amount which the Finance Party would otherwise have been entitled to recover from such Debtor.

3.2 Continuing guarantee

It was agreed that the guarantee set out in clause 4 of the Deed (and in this paragraph 3) is a continuing guarantee and will extend to the ultimate balance of all Secured Liabilities payable by any Debtor, regardless of any intermediate payment or discharge in whole or in part.

3.3 Other Security

It was agreed that the guarantee set out in clause 4 of the Deed (and in this paragraph 3) is in addition to and is not in any way prejudiced by any other guarantees or security held by any Finance Party on or after the date of the Deed.

4 FURTHER ASSURANCES

It was agreed that the Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) or a Receiver may 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) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) 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 Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) 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 Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) may think expedient.

5 Restrictions on dealings

The Chargor shall not, save as otherwise permitted by the Facility Agreement:

- (a) create or permit to subsist any Security of whatsoever nature on any Security Asset other than as created by

Name of company

*insert full name
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a Permitted Security or by operation of law or by the Deed; and

(b) sell, transfer, grant, lease or otherwise dispose of any Security Asset.

6 MISCELLANEOUS**6.1 Additional Security**

It was agreed that the security constituted by the Deed is in addition to and is not in any way prejudiced by any other security held by the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) on or after the date of the Deed for any of the Secured Liabilities.

6.2 Continuing Security

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.

6.3 Covenant to pay

It was agreed that the 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 the Chargor and the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties) from time to time.

Definitions

Accession Letter means a document substantially in the form set out in schedule 6 (Form of Accession Letter) of the Facility Agreement

Additional Borrower means a company which becomes an Additional Borrower in accordance with clause 25.9 (Changes to the Obligors) of the Facility Agreement

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with clause 25.9 (Changes to the Obligors) of the Facility Agreement

Additional Obligor means an Additional Borrower or an Additional Guarantor or an Additional Parent

Additional Parent means a company which becomes an Additional Parent in accordance with clause 25.9 (Changes to the Obligors) of the Facility Agreement

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company (or in each such case any other person who would be a Subsidiary or a Holding Company if it were incorporated under the Companies Act 1985 rather than in another jurisdiction)

Agent means Bank of Scotland plc

Agreement means each agreement more specifically defined in schedule 4 of the Deed (as set out in schedule 2 of this form 395)

Name of company

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Alternative Company means a Borrower which becomes an Alternative Company in accordance with clause 26.5 (Alternative Companies) of the Facility Agreement

Arranger means Bank of Scotland plc

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 25.9 (Changes to the Obligors) of the Facility Agreement

Charged Shares means all shares (if any) specified in schedule 3 of the Deed (as set out in schedule 3 of this form 395) together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments owned by the Chargor on or after the date of the Deed from time to time

Collection Account has the definition ascribed to it in the Facility Agreement

Company means the Original Company and any Alternative Company

Debenture means each deed of debenture dated on or about of the Facility Agreement (or in relation to any Additional Obligor, on or about the date on which such person became an Additional Obligor) executed by a Facility Obligor in favour of the Security Trustee (as agent and trustee for itself and the other Finance Parties) together with any further deeds of debenture entered into from time to time by a Facility Obligor

Debtors means each of the companies set out in schedule 5 of the Deed (as set out in schedule 4 of this form 395)

Deed of Custody means the deed of custody and guarantee entered into on or about the date of the Facility Agreement between (1) the Company and EML (2) RPG and (3) the Security Trustee

EML means Estates & Management Limited, a company incorporated under the laws of England and Wales with registration number 3244100

Event of Default means any event or circumstance specified as such in clause 24 (Events of Default) of the Facility Agreement

Facility means the Initial Facility and the Term-Out Facility

Facility Agreement means a facility agreement dated 30 November 2007 and entered into between, inter alios, Fairhold Homes Investment (No.13) Limited as company, the companies listed in part 1 of schedule 1 to such facility agreement as original borrowers, the companies listed in part 2 of such schedule 1 as original guarantors, the financial institution listed in part 3 of such schedule as original borrower and Bank of Scotland plc as security trustee, arranger, agent and original hedge counterparty and as acceded to and amended from time to time, the Lenders have agreed to provide certain banking and financial accommodation to the Borrowers (as defined therein)

Facility Obligor means the Company, each Borrower and each Guarantor

Fee Letter means any letter or letters dated on or after the date of the Facility Agreement between the Arranger and the Original Borrowers (or the Agent and the Original Borrowers) setting out any of the fees referred to in clause 12 (Fees) of the Facility Agreement

Finance Documents means the Facility Agreement, any Accession Letter, each Hedging Agreement, any Resignation Letter, the Interest Shortfall Guarantee, each Fee Letter, any Subordination Deed, any subordinated

Name of company

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creditor accession deed, each Deed of Custody, each Security Document, each Utilisation Request and any other document designated as such by the Agent and the Company

Finance Party means any of the Agent, the Arranger, the Security Trustee, each Lender and each Hedge Counterparty

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

General Account has the definition ascribed to it in the Facility Agreement

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 25.9 (Changes to the Obligors) of the Facility Agreement

Hedging Agreement means each of:

- (a) each Interest Rate Hedging Agreement; and
- (b) each RPI Hedging Agreement

Hedge Counterparty means the Original Hedge Counterparty or any Lender or an Affiliate of a Lender (in each case which is either (i) approved by the Company or (ii) rated not less than A1 by Moodys or A+ by Standard and Poors and by Fitch) which has acceded to this Agreement as a Hedge Counterparty by delivery to the Agent of a duly completed and executed Accession Letter

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Hedge Surplus Account has the definition ascribed to it in the Facility Agreement

Initial Facility means the revolving loan facility made available under the Facility Agreement as described in clause 2.1 (The Facility) of the Facility Agreement

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

Interest Rate Hedging Agreement means each ISDA master agreement entered into from time to time between a Borrower and Hedge Counterparty, the schedule to such agreement and the confirmation under such agreement for the purpose of hedging the interest rate liabilities of the Borrowers in relation to the Facility

Interest Shortfall Guarantee means the limited guarantee entered into between RPG and the Security Trustee

Lender means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 22 (Changes to the Lenders) of the Facility Agreement,

Name of company

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of Company

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which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

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

Obligor has the meaning ascribed to it in the Facility Agreement

Occupational Lease means each agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Mortgaged Properties may be subject from time to time and to which the Chargor is a party

Original Borrowers means the companies listed in part 1 (The Original Borrowers) of schedule 1 of the Facility Agreement as borrowers (each an **Original Borrower** and together the **Original Borrowers**)

Original Company means Fairhold Homes Investment (No.13) Limited (registered in England with number 6151506)

Original Guarantor means the companies listed in part 2 (The Original Guarantors) of schedule 1 of the Facility Agreement as guarantors (together with the Borrowers and Company each an **Original Guarantor** and together the **Original Guarantors**)

Original Hedge Counterparty means Bank of Scotland plc

Original Lenders means the financial institutions listed in part 3 (The Original Lenders) of schedule 1 of the Facility Agreement

Party means a party to the Facility Agreement

Permitted Deductions has the meaning ascribed to it in the Facility Agreement

Permitted Security means:

- (a) any Security permitted in writing by the Security Trustee;
- (b) any Security permitted or created by the Security Documents; and
- (c) any lien or right of set-off arising (in either case) by operation of law (or by agreement to the same effect) in the ordinary course of a Facility Obligor's business and not as a result of any default or omission on the part of any Facility Obligor

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

Property means each freehold and/or leasehold property and/or rentcharges specified in a Property Schedule together in each case with the Premises thereof (and includes, as the context requires, any part thereof) (and **Properties** shall be construed accordingly) but excluding those Properties which are from time to time released from the Security Documents in accordance with the provisions of the Facility Agreement

Property Schedules means each schedule of Properties delivered to the Agent prior to a Utilisation

Receiver means a receiver and manager or (if the Security Trustee so specifies in the relevant appointment) a

Name of company

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of Company

* Wilson Connolly Orb Limited registered in England and Wales (Chargor)

receiver (including, without limitation, an administrative receiver or an administrator), in either case, appointed under the Deed or pursuant to any statute

Related Rights means, in relation to the Charged Shares, all dividends and other distributions paid or payable after the date of the Deed on all or any of the Charged Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Charged Shares or in substitution or exchange for any of the Charged Shares

Rental Income means:

- (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all Occupational Leases in relation to a Property including, without limitation the ground rents;
- (b) all other monies derived by the applicable 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, sums received from any deposit held as security for the performance of Residential Tenants' obligations and commissions from insurance product sales);
- (c) any premium payable for the extension of an Occupational Lease in the case where the unexpired term of such Occupational Lease immediately following such extension exceeds 75 years and where the ground rent in relation to such Occupational Lease is not diminished by such extension;
- (d) for the purposes of clause 21.1 (Interest Cover Covenants) of the Facility Agreement only, any monies paid under the Interest Shortfall Guarantee by RPG; and
- (e) (for the Test Period ending on the Termination Date only) any monies payable to an Obligor under a Hedging Agreement (such funds to be standing to the credit of the Hedging Surplus Account on or after the penultimate Test Date),

but excluding all Permitted Deductions (if any) and all Sales Proceeds

Residential Tenant has the meaning ascribed to it in the Facility Agreement

Resignation Letter means a letter substantially in the form set out in schedule 7 (Form of Resignation Letter) of the Facility Agreement

RPG means Rotch Property Group Limited a company incorporated in England and Wales with registered no. 1505228

RPI Hedging Agreement means each ISDA master agreement entered into from time to time between a Borrower and Hedge Counterparty, the schedule to such agreement and the confirmation under such agreement for the purpose of hedging the retail price index liabilities of the Borrowers in relation to the Facility

Sales Proceeds has the meaning ascribed to it in the Facility Agreement

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or

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of Company

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any other agreement or arrangement having a similar effect

Security Account means the Collection Account, the Hedge Surplus Account and the General Account and any other account opened in the name of a Facility Obligor from time to time for the purposes of any Finance Document in accordance with clause 11.5 of the Facility Agreement (and **Security Accounts** shall be construed accordingly)

Security Assets means the Properties and any other assets of any Facility Obligor subject to the Security in the Security Documents

Security Documents means the Deed, each Debenture, each Share Mortgage, any Title Insurance (where the relevant Facility Obligor has effected the same) and any other document designated as a Security Document by the Security Trustee and the Company

Share Mortgage means the mortgages of shares in a Borrower or other Facility Obligor granted on or about the date of the Facility Agreement in favour of the Security Trustee by the Company (or, in relation to any Additional Obligor, or about the date on which such person became an Additional Obligor)

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 Finance Parties against such Facility Obligor in a manner satisfactory to the Security Trustee

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985

Termination Date has the meaning ascribed to it in the Facility Agreement

Term-Out Facility has the meaning ascribed to it in the Facility Agreement

Test Period has the meaning ascribed to it in the Facility Agreement

Title Insurance means the policy of title indemnity insurance dated on or about the date of the Facility Agreement and provided for the Agent by First Title Insurance plc or such alternative title indemnity insurance as the Agent may require from time to time

Utilisation means a utilisation of the Facility

Utilisation Request means a notice substantially in the form set out in schedule 3 (Utilisation Request) of the Facility Agreement

Schedule 1

Legally Mortgaged Property

None at the date of the Deed

Schedule 2

Agreements

None at the date of the Deed

Company number

04768581

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*insert full name
of Company

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Schedule 3

Charged Shares

None at the date of the Deed

Schedule 4

Debtors

None at the date of the Deed



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4768581
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19
DECEMBER 2008 AND CREATED BY FAIRHOLD APOLLO
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY FORMERLY K/A WILSON
CONNOLLY ORB LIMITED TO THE FINANCE PARTIES 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 6 JANUARY
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2009

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