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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.

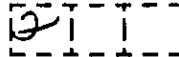
120356/13
395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5033021

Name of company

* Portsmouth General Partner Limited (as general partner of Centros
Portsmouth Limited Partnership) (the "**Chargor**")

Date of creation of the charge

9 April 2009

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

A supplemental debenture dated 9 April 2009 (the "**Supplemental Debenture**")
made by the Chargor in favour of The Royal Bank of Scotland plc (the
"**Bank**") supplemental to a debenture dated 19 December 2005 made by the
Chargor in favour of the Bank (the "**Original Debenture**").

Amount secured by the mortgage or charge

All the Chargor's liabilities to the Bank of any kind pursuant to the
Finance Documents together with Interest and Expenses (the "**Chargor's
Obligations**").

DEFINITIONS

"**Expenses**" means all expenses (on a full indemnity basis) incurred by the
Bank or any Receiver at any time in connection with the Properties or the
Chargor's Obligations or in taking or perfecting the Original Debenture or
the Supplemental Debenture or in preserving defending or enforcing the
security created by the Original Debenture or the Supplemental Debenture or
in exercising any power under the Original Debenture or the Supplemental
Debenture or otherwise with Interest from the date they are incurred.

"**Facility Agreement**" means a facility agreement dated 19 December 2005
between the Chargor and the Bank.

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

The Royal Bank of Scotland plc, 280 Bishopsgate, London

Postcode EC2M 4RB

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

Stephenson Harwood
One St. Paul's Churchyard
London EC4M 8SH
DX No. 64 Chancery Lane

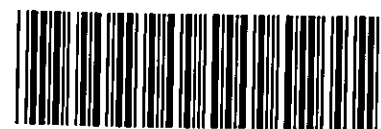
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Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



A27

18/04/2009

38

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Chargor covenants to discharge on demand when due the Chargor's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:

a) **Mortgage**

by way of first legal mortgage the Properties;

b) **Assignment by way of Security**

to the extent not validly and effectively charged by way of first legal mortgage pursuant to a) above and subject to a proviso for reassignment on redemption in accordance with Clause 3.2 of the Supplemental Debenture, the Chargor assigns and agrees to assign by way of security absolutely all of its right, title and interest to, in and under all present and future:

i) agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by or given to the Chargor in respect of the Properties;

Particulars as to commission allowance or discount (note 3)

Signed Stephenson Harwood

Date 17/4/09

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

Please do not write in this margin

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

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* Portsmouth General Partner Limited (as general partner of Centros
Portsmouth Limited Partnership) (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)

"Finance Documents" has the meaning ascribed to it in the Facility Agreement.**"Interest"** means interest at the rate(s) charged to the Chargor by the Bank under the Facility Agreement from time to time.**"Properties"** means the following freehold properties:

Title Number (if any)	Description of Property	Registered Proprietor
PM11284	191 Commercial Road, Portsmouth	Portsmouth General Partner Limited (on behalf of Centros Portsmouth Limited Partnership)
PM12088	205/205a Commercial Road, Portsmouth	Portsmouth General Partner Limited (on behalf of Centros Portsmouth Limited Partnership)
HP225199	295 275 & 287 Commercial Road, Portsmouth	Portsmouth General Partner Limited (on behalf of Centros Portsmouth Limited Partnership)
PM15239	Job Centre, Lake Road, Portsmouth	Portsmouth General Partner Limited (on behalf of Centros Portsmouth Limited Partnership)
PM15457	The Dorchester Arms, 9 Marketway, Portsmouth	Portsmouth General Partner Limited (on behalf of Centros Portsmouth Limited Partnership)
PM15826	10 Charlotte Street, Portsmouth	Portsmouth General Partner Limited (on behalf of Centros Portsmouth Limited Partnership)

"Receiver" means a receiver or receiver and manager or administrative receiver appointed by the Bank or an administrator pursuant to the provisions of Part II and Schedule B1 of the Insolvency Act 1986 (as amended).

Name of company

*insert full name
of Company* Portsmouth General Partner Limited (as general partner of Centros
Portsmouth Limited Partnership) (the "Chargor")

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)

ii) licences in relation to the Properties; and

iii) rental income and the proceeds of disposal in each case relating to the Properties and the right to make demand for and receive the same;

c) **Fixed Security**

to the extent not validly and effectively charged by way of first legal mortgage pursuant to a) above or effectively assigned pursuant to b) above, the Chargor charges by way of first fixed charge, all present and future assets which are specified in b) above.

NOTE

The Chargor will not without the previous written consent of the Bank:-

a. save as permitted by Clause 8.2.1 of the Facility Agreement, create or permit to arise any mortgage, charge, lien or other security interest on the Charged Assets;

b. save as permitted by Clause 8.2.2 of the Facility Agreement, sell or otherwise dispose of the Charged Assets charged by Clauses 2.a to 2.1 of the Original Debenture inclusive;

c. sell or otherwise dispose of the Charged Assets charged by clause 2.1 of the Original Debenture other than in the ordinary course of business;

d. save as permitted by the Facility Agreement, grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it;

e. save as permitted by the Facility Agreement, consent to any assignment by any lessee or sub-lessee of the Chargor's freehold and leasehold property.

DEFINITIONS

"**Charged Assets**" means the whole and any part of the undertaking property and assets of the Chargor charged by Clause 2 of the Original Debenture.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5033021
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 9 APRIL 2009 AND CREATED BY PORTSMOUTH
GENERAL PARTNER LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO THE
ROYAL BANK OF SCOTLAND PLC 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 18 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 APRIL 2009

Dx/lt



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES