

# M

CHFP131

COMPANIES FORM No. 395  
**Particulars of a mortgage or charge**

071819/13  
**395**

A fee of £10 (£13 for forms delivered on or after 1 February 2005) 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

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

1

5291950

Name of company

\*insert full name of Company

BL RESIDENTIAL GENERAL PARTNER LIMITED

Date of creation of the charge

13 April

2005

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

Debenture ("deed")

Amount secured by the mortgage or charge

all monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower to the Lender and/or to the Hedging Counterparty) under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs, charges and expenses or by the Borrower and/or the Chargors under this deed.

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

The Royal Bank of Scotland plc 135 Bishopsgate, London

Postcode EC2M 3UR

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

Berwin Leighton Paisner

Adelaide House

London Bridge

London, EC4R 9HA

DX 92 London

Tel: 020 7760 1000

Ref RCK/R399/203/3235582.01]

Time critical reference

For official Use  
Mortgage Section

Post room



LD4  
COMPANIES HOUSE

\*LXG104FN\*

0367  
14/04/05

See continuation sheet

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

Particulars as to commission allowance or discount (note 3)

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

Signed

*Benni Leighton Namine*

Date

*13 April 2005*

On behalf of [mortgagee/chargee]<sup>□</sup>

<sup>□</sup>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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ.

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## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No. 1  
to Form No 395 and 410 (Scot)

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

Company Number

5291950

Name of Company

BL RESIDENTIAL GENERAL PARTNER

Limited\*

\* delete if  
inappropriate

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

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

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

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

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**Clause 2 of the deed provides:**

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

- 2.1 As continuing security for the payment and discharge of the Liabilities the Chargors with full title guarantee charge to the Lender (on its own account and on account of the Hedging Counterparty) by way of fixed charge each of the following including all rights of enforcement of the same:
- 2.1.1 any freehold or leasehold Properties acquired after the date of this deed;
  - 2.1.2 the Sale Agreements, the Occupational Leases, the Administration Agreement, the Property Manager's Agreement, any Head Lease, any Hedging Arrangement including in each case all capital monies or other sums including VAT (if any) payable under them and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them;
  - 2.1.3 all fixtures and fittings (in respect of the Charged Assets) the Movables and the benefit of all guarantees, warranties and representations given or made in respect of any of them;
  - 2.1.4 all easements and other rights at any time vested in, or conferred on, the Borrower in connection with or otherwise for the benefit of the Properties;
  - 2.1.5 the Investments;
  - 2.1.6 if applicable its uncalled capital;
  - 2.1.7 the present and future goodwill of the Business;
  - 2.1.8 the Chargors interest in any VAT recoveries in respect of the Properties and/or the Business; and
  - 2.1.9 all estate interest or right whatsoever of the Chargors under any Purchase Contract and all monies payable or recoverable under it and in the Properties and all buildings from the time being erected thereon and the benefit of the Purchase Contracts and the right of the Chargors to the grant of and their estate and interest in any Purchase Contract Realisation and by this deed the Chargors covenant with the Lender that promptly upon completion of any Purchase Contract Realisation the Chargors will execute and deliver to the Lender a charge by way of legal mortgage over such part of the Properties on such terms as the Lender may require.
- 2.2 assign to the Lender (on its own account and on account of the Hedging Counterparty) subject to the provisions of clause 16 (*Discharge*) each of the following including all rights of enforcement of the same:
- 2.2.1 the Rents;
  - 2.2.2 the Sale Proceeds;
  - 2.2.3 the Insurances and the Chargors' interest in all other insurance policies taken out in relation to the Finance Documents;
  - 2.2.4 the benefit of the copyright and rights in the nature of copyright vested in the Chargors from time to time in any plans, specifications and negatives prepared for or in connection with the Properties and/or the refurbishment, maintenance, servicing, repair, renewal or other works to the Properties or any plant, machinery or equipment on it and the implied licence of the Chargors in any such plans, specifications and negatives the copyright of which is not vested in the them;
  - 2.2.5 all Causes of Action;
  - 2.2.6 the monies payable to the Chargors under any Hedging Arrangement;

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## Particulars of a mortgage or charge (continued)

Please do not write  
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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company Number

5291950

Name of Company

\* delete if  
inappropriate

BL RESIDENTIAL GENERAL PARTNER

Limited\*

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

Please complete  
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block lettering

2.2.7 the benefit of any Compensation Payment;

2.3 charges to the Lender by way of floating charge all the assets, Property and undertaking of the Chargors both present and future, including all its goodwill and uncalled capital for the time being.

2.4 The provisions of clauses 2.1 and 2.2 shall only apply to the extent that they create fixed security, and the provisions of clause 2.3 shall not apply to any Charged Asset which is the subject of fixed security created by clauses 2.1 or 2.2.

**The parties to the deed are stated to be:**

1. General Partner: **BL RESIDENTIAL GENERAL PARTNER LIMITED**  
(Company Number 5291950) whose registered office is at 10 Cornwall Terrace, Regent's Park, London, NW1 4QP
2. Nominees: **BL RESIDENTIAL NOMINEES NO. 1 LIMITED** (Company Number 05291955) whose registered office is at 10 Cornwall Terrace, Regent's Park, London, NW1 4QP; and  
  
**BL RESIDENTIAL NOMINEES NO. 2 LIMITED** (Company Number 05291917) whose registered office is at 10 Cornwall Terrace, Regent's Park, London, NW1 4QP
3. Chargors: The **GENERAL PARTNER** and the **NOMINEES**
4. Lender: **THE ROYAL BANK OF SCOTLAND PLC** acting through its branch at 135 Bishopsgate London, EC2M 3UR

**Clause 1 of the deed contains the following definitions:**

<i>Act</i>	the Law of Property Act 1925;
<i>Borrower</i>	<b>THE BRITISH LAND RESIDENTIAL LIMITED PARTNERSHIP</b> (Registered Number LP10358) whose registered address is at 10 Cornwall Terrace, Regent's Park, London, NW1 4QP
<i>Causes of Action</i>	all causes of action and other rights and remedies which the Chargors have or may have in relation to the Business and/or the Properties including those against its professional and other advisers and contractors;
<i>Chargors</i>	each and together, as appropriate, the General Partner and the Nominees including their respective successors and assigns;
<i>Compensation Payment</i>	monies paid or payable to the Nominees in respect of the Properties and/or the General Partner in connection with the Business by way of compensation, grant or similarly derived from ownership of the Properties and/or the Business;
<i>Default</i>	an Event Of Default and/or a Potential Event of Default;
<i>Facility Agreement</i>	a facility agreement dated / 3 April 2005 and made between the Lender (1) the Borrower (2) and the General Partner (3) and any letter or agreement entered into under or supplemental to it;
<i>General Partner</i>	the party identified as the General Partner above including its successors and assigns as general partner of the Borrower;



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## Particulars of a mortgage or charge (continued)

Please do not write  
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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

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

Company Number

5291950

Name of Company

BL RESIDENTIAL GENERAL PARTNER

Limited\*

\* delete if  
inappropriate

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

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

<i>Investment</i>	as defined in the Facility Agreement;
<i>Lender</i>	the party identified above as the Lender including its successors in title and assigns;
<i>Liabilities</i>	all monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower to the Lender and/or to the Hedging Counterparty) under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs, charges and expenses or by the Borrower and/or the Chargors under this deed;
<i>Movables</i>	(except to the extent that in law they constitute fixtures) all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, apparatus, computers, vehicles, tools, implements, utensils and all other chattels and items used or intended to be used in connection with the Business;
<i>Properties</i>	as defined and interpreted in the Facility Agreement;
<i>Purchase Contract</i>	any agreement for the purchase of any of the Properties;
<i>Purchase Contract Realisation</i>	any conveyance, transfer or lease from time to time in connection with a Purchase Contract;
<i>Receiver</i>	any one or more receiver or manager, or receiver and manager appointed by the Lender under this deed (whether sole, joint and/or several and including any substitute);

**The deed further provides:****4 Negative Pledge**

The Borrower shall not, without the prior written consent of the Lender:

- 4.1 create or attempt or contract to create or suffer or permit to subsist, any Security Interest over the Charged Assets nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended by the Finance Documents and apart from Permitted Disposals to ensure that the Charged Assets remain subject to the security created by the Finance Documents;
- 4.2 (save, in each case, for any Permitted Disposals or Permitted Lettings) in relation to the Charged Assets:
- 4.2.1 sell, convey, assign, release, dispose, realise, part with possession or transfer any of the Charged Assets or any interest in them;
- 4.2.2 grant any easement, proprietary right or interest in relation to them nor enter into any proprietary covenant in relation to them;
- 4.2.3 take any step (including presentation of a petition, commencement of legal proceedings, convening of a meeting or effecting a resolution) in relation to the insolvency of any the Chargors and/or the Borrower and will notify the Lender promptly on becoming aware that any other party proposes to do so; nor

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## Particulars of a mortgage or charge (continued)

Please do not write  
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Continuation sheet No 4  
to Form No 395 and 410 (Scot)

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

Company Number

5291950

Name of Company

BL RESIDENTIAL GENERAL PARTNER

Limited\*

\* delete if  
inappropriate

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

4.2.4

otherwise deal with, or dispose of, or contract or purport to do so, in respect of all or any of the Charged Assets which are subject only to the floating charge created by the Finance Documents, nor suffer or permit any set-off or other third-party rights in respect of them to arise otherwise than at market value in the ordinary course of the Business.

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

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05291950

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 13th APRIL 2005 AND CREATED BY BL RESIDENTIAL GENERAL PARTNER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BRITISH LAND RESIDENTIAL LIMITED PARTNERSHIP TO THE ROYAL BANK OF SCOTLAND plc AND/OR TO THE HEDGING COUNTERPARTY 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 14th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 2005.

PO  
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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —