

# M

CHFP131

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.

035731 / 13  
**395**

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

2

05367151

Name of company

Ability 31 Mill Harbour Limited ("Borrower")

Date of creation of the charge

16 October 2007

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

Supplemental Debenture (the "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 and/or the Guarantor to the Lender 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 under this deed

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

The Royal Bank of Scotland PLC ("Lender")  
280 Bishopsgate  
London

Postcode EC2M 4RB

Presentor's name address and reference (if any)

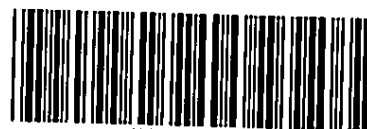
Berwin Leighton Paisner LLP  
Adelaide House  
London Bridge  
London, EC4R 9HA  
DX 92 London  
Tel 020 7760 1000  
Apro B0399 248 [5866105 1]

Time critical reference

For official Use  
Mortgage Section

Post room

THURSDAY



LD4 01/11/2007 88  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheet 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)

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

Signed Reewin Gighan Paisner UP Date 01 November 2007

On behalf of ~~[company]~~ [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.

**Clause 3 of the Deed provides:****3 Security**

As continuing security for the payment and discharge of the Liabilities the Borrower with full title guarantee charges 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

- 3 1 1 its interest in the Building Contract including all capital monies or other sums including VAT (if any) payable under it and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of it,
- 3 1 2 its interest in all of the Professional Contracts,
- 3 1 3 its interest in any other contracts relating to the Superstructure and Fit-Out Works, and
- 3 1 4 its interest in the Affordable Housing Sale Agreement dated 11 September 2007 and made between Gallions Housing Association Limited (Industrial and Provident Society Number 28979R) and the Borrower

**Clause 1 of the deed provides:****1 Definitions and Interpretation**

1 1 Unless the contrary intention appears, the following definitions apply

<i>Act</i>	the Law of Property Act 1925,
<i>Borrower</i>	the party identified as the Borrower above including its successors in title and assigns,
<i>Building Contract</i>	a building contract dated 11 December 2006 made between the Borrower (1) and CJ O'Shea & Company Limited (2) for the construction of the Superstructure and Fit Out Works and each and every contract, bond or guarantee relating to the Superstructure and Fit Out Works in which the Borrower has any benefit, including a bond dated 7 February 2007 made between Euler Hermes Guarantee plc (1) C J O'Shea & Company Limited (2) and Ability 31 Mill Harbour Limited (3),
<i>Causes of Action</i>	all causes of action and other rights and remedies which the Borrower has or may have in relation to the Charged Assets including those against its professional and other advisers and contractors,
<i>Compensation Payment</i>	monies paid or payable in connection with the Charged Assets by way of compensation, endowment, gift, grant or otherwise,
<i>Default</i>	an Event Of Default and/or a Potential Event of Default,
<i>Facility Agreement</i>	a facility agreement dated 8 June 2005 and made between the Borrower (1), the Lender (2) and Ability Developments Limited (3) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it,
<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 and/or the Guarantor to the Lender 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 under this deed,

/ ..See continuation sheet 2

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

CHFP131

## Particulars of a mortgage or charge (continued)

Please do not write  
in this binding  
margin

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company Number

05367151

Name of Company

Ability 31 Mill Harbour

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>Receiver</i>	any one or more receiver or manager, or receiver and manager, or administrative receiver appointed by the Lender under this deed (whether sole, joint and/or several and including any substitute), and
<i>Trust</i>	any trust or trust fund including any pension fund

**NOTE:** The deed provides that the terms defined in the Facility Agreement have the same meaning unless the contrary intention is expressed

**NOTE:** Clause 5 provides

5 Negative Pledge

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

- 5 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 to ensure that the Charged Assets remain subject to the security created by the Finance Documents,
- 5 2 (save, in each case, for the Permitted Disposals) in relation to the Charged Assets
- 5 2 1 sell, convey, assign, release, dispose, realise, part with possession or transfer any of the Charged Assets or any interest in them, nor
- 5 2 2 grant any easement, proprietary right or interest in relation to them nor enter into any proprietary covenant in relation to them, nor

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05367151

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 16th OCTOBER 2007 AND CREATED BY ABILITY 31 MILL HARBOUR LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR THE GUARANTOR TO THE ROYAL BANK OF SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th NOVEMBER 2007.

A handwritten signature in black ink, appearing to be 'D. J. S.', located in the lower left quadrant of the page.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES