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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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06281041

Name of company

* Kilmartin Weston Flats Limited (the "Company")

Date of creation of the charge

23 August 2007

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

Debenture containing fixed and floating charges (the "Debenture")

Amount secured by the mortgage or charge

Please see Appendix 1

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

The Governor and Company of the Bank of Scotland incorporated by Act of Parliament and having its head
office at The Mound, Edinburgh ("BoS")

Postcode EH1 1YZ

Presentor's name address and
reference (if any)

Burges Salmon LLP
Narrow Quay House
Narrow Quay
Bristol
BS1 4AH

CH04/12372 1161

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

WEDNESDAY



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AXCRGS10

29/08/2007

COMPANIES HOUSE

118

Short particulars of all the property mortgaged or charged

Please see Appendix 2

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Burges Salmon LLP

Date 28 August 2007

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

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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**.

Please see Appendix 2

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Signed

Burger Salmon LLP

Date 28 August 2007

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

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appropriate

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KILMARTIN WESTON FLATS LIMITED (Registered No. 06281041)
(the "Company")

APPENDIX 1

Amount secured by the mortgage or charge

- 1 Under clause 1.1 of the Debenture, the Company has covenanted that it will on demand in writing made to it pay or discharge all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any monies and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgement or decree obtained under or in relation to the Debenture
- 2 The Company has covenanted that, should it fail to pay any amount under the Debenture when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the rate referred to in clause 1.2 of the Debenture from the due date until the date such amount is paid in full to BoS

KILMARTIN WESTON FLATS LIMITED (Registered No. 06281041)
(the "Company")

APPENDIX 2

Short particulars of all the property mortgaged or charged

1 CHARGES

- 1.1 The Company, with full title guarantee, has charged to BoS as a continuing security for the payment or discharge of the Secured Liabilities
- (a) by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings and fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on or attached to the property,
 - (b) by way of fixed charge all estates or interests in any freehold or leasehold property belonging to the Company at or at any time after the date of the Debenture (other than any property charged in terms of clause 2.1(a) of the Debenture (paragraph 1.1(a) above) together with all buildings and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,
 - (c) by way of fixed charge all present and future interests of the Company in or over land or the proceeds of sale of land and all present and future licences of the Company to enter upon or use land,
 - (d) by way of fixed charge the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,
 - (e) by way of fixed charge all plant and machinery of the Company at the date of the Debenture or in the future attached to the property which is charged under the Debenture,
 - (f) by way of fixed charge all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
 - (g) by way of fixed charge all rights, money or property of an income nature at any time accruing or payable in relation payable in relation to the stocks, shares and other securities charged by clause 2.1(b)(v) of the Debenture (as set out in paragraph (f) above), whether by way of dividend, distribution, interest or otherwise,
 - (h) by way of fixed charge all rights and interests in and claims under all insurance contracts or policies at the date of the Debenture or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),
 - (i) by way of fixed charge all rights and interest and claims under all other insurance or assurance contracts or policies at the date of the Debenture or in the future held by or insuring to the benefit of the Company (including all money payable under them),
 - (j) by way of fixed charge all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case at the date of the Debenture or in the future

held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,

- (k) by way of fixed charge the benefit of all agreements and licences at the date of the Debenture or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are set out in clause 2 1(b)(ix) of the Debenture (as set out in paragraph (j) above) but owned by others,
- (l) by way of fixed charge all the Company's rights at the date of the Debenture or in the future in relation to trade secrets, confidential information and know how in any part of the world,
- (m) by way of fixed charge all present and future book debts of the Company,
- (n) by way of fixed charge all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2 1(b)(vii) of the Debenture (as set out at paragraph (h) above) or 2 1(b)(viii) of the Debenture (as set out at paragraph (i) above) or arising on fluctuating accounts with other Group Companies),
- (o) by way of fixed charge the benefit of all warranties, instruments, guarantees, charges, pledges and other security and all other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
- (p) by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),
- (q) by way of fixed charge all rights, money or property accruing or payable to the Company at the date of the Debenture or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of clause 2 1 of the Debenture (as set out in this paragraph 1 1 above),
- (r) by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture (any of the paragraphs (a) to (q) above inclusive) (including, without limitation any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2 of the Debenture (paragraphs (a) to (q) above inclusive)

1 2 The Company with full title guarantee has assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)

- (a) all the right, title and interest of the Company in and to any interest rate hedging agreements at the date of the Debenture or in the future entered into with any person, and
- (b) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture

2 CONVERSION INTO FIXED CHARGE

2 1 BoS may at any time by notice to the Company immediately convert the floating charge contained in sub-clause 2 1(c) of the Debenture (as set out in paragraph 1 1(r) above) into a fixed

charge over any Assets specified in that notice and the floating charge will, without notice from BoS automatically be converted with immediate effect into a fixed charge -

- (a) in respect of any Assets which become subject to any step by any third party to take a fixed charge,
- (b) in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them,
- (c) in respect of any Assets charged under the floating charge contained in sub-clause 2 1(c) of the Debenture (paragraph 1 1(r) above) if and when the Company shall cease to carry on business or to be a going concern, and
- (d) in respect of all Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company,

2 2 Clause 2 5 of the Debenture (as set out in paragraph 2 1 above) does not apply to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion and/or solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000

3 RESTRICTION ON CHARGES AND DISPOSALS

3 1 The Company has covenanted that it will not, without the prior written consent of BoS

- (a) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS), or
- (b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of the Assets (other than in terms of a Permitted Disposal), or
- (c) in any way dispose of the equity of redemption of any such Assets or any interest in any such Asset

4 FURTHER ADVANCES

The obligation on the part of BoS to make further advances to the Company is deemed to be incorporated into the Debenture and the Company has covenanted to apply to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company

5 FURTHER ASSURANCE

5 1 The Company (at its own cost) has covenanted that it will on demand in writing by BoS execute and deliver in such form as BoS may reasonably require -

- (a) a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by clause 2 1(a) of the Debenture (as set out in paragraph 1 1(a) above) and of any freehold or leasehold property acquired by the Company after the date of the Debenture,
- (b) a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,

- (c) a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under clause 2 1(c) of the Debenture (as set out in paragraph 1 1(r) above),
- (d) a chattel mortgage over such chattels, plant and machinery as BoS may specify, and
- (e) a notice of any assignment of its right, title and interest in and to any of the agreements referred to in clause 2 2 of the Debenture (as set out in paragraph 1 2 above),

and the Company has agreed that it will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as BoS may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets or the exercise of any rights of BoS under the Debenture

6 CONTINUING SECURITY

- 6 1 The security created by the Debenture will be a continuing security for Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security

7 POWER OF ATTORNEY

- 7 1 The Company has irrevocably and by way of security appointed BoS (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver severally as the attorney and attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under the Debenture or may be required or deemed proper in the exercise of any rights or powers conferred on BoS or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture
- 7 2 The Company has ratified and confirmed and has agreed to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 8 1 of the Debenture (paragraph 7 1 above)

DEFINITIONS

For the purposes of Appendices 1 and 2 of this Form 395, the following definitions have the following meanings

"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2 1, 2 2, 2 3 of the Debenture (as set out in paragraphs 1 1 and 1 2 of Appendix 2 above) or (with effect from the date of its creation) any security created pursuant to clause 2 11 of the Debenture (as set out in paragraph 5 1 of Appendix 2 above),

"Group" means the Parent and each of its Subsidiaries and **"Group Company"** shall be construed accordingly,

"Parent" means Kilmartin Holdings Limited (Reg No SC149650) having its registered office at 7 Castle Street, Edinburgh EH2 3AH,

"Permitted Disposal" means

- (a) the disposal of stock subject only to the floating charge created by clause 2 1(c) of the Debenture on an arm's length basis in the ordinary course of trading,
- (b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company,
- (c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality,

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Assets charged by or pursuant to the Debenture,

"Secured Liabilities" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any monies and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges and expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgement or decree obtained under or in relation to the Debenture

"Subsidiary" means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and **"Subsidiaries"** shall mean all or any of them, as appropriate

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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 06281041

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd AUGUST 2007 AND CREATED BY KILMARTIN WESTON FLATS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th SEPTEMBER 2007

P. Stacey



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES