

# M

CHFP041

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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

# 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

2

06331315

Name of company

\*CATESBY REGENERATION LIMITED having its registered office at 33 Lionel Street,  
Birmingham (the **Chargor**)

Date of creation of the charge

29 August 2008

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

Supplemental Debenture (the **Charge**)

Amount secured by the mortgage or charge

The Secured Liabilities.

See Paper Apart for defined terms.

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

Bank of Scotland plc having its registered office at The Mound, Edinburgh for itself and as  
security trustee for the Secured Finance Parties (The Security Trustee)

Postcode EH1 1YZ

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

Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN

Time critical reference

EMacM/ADCF/BOS001.4115

For official use (02/2006)  
Mortgage Section

Post room

THURSDAY



SCT 04/09/2008 438  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Each Chargor with full title guarantee, charges in favour of the Security Trustee as continuing security for the payment of all Secured Liabilities (whether of that or any other Chargor) by way of first legal mortgage, all of its estate and interest in and to the Mortgaged Property specified in Schedule 2 of the Charge together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants.

See Paper Apart for defined terms.

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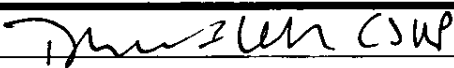
Please complete legibly, preferably in black type or bold block lettering

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

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

N/A

Signed 

Date 4 September 2008

On behalf of ~~company~~ [mortgagee/chargee] †

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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

This is the Paper Apart as described in the foregoing Form 395 in relation to a Supplemental Debenture granted by Catesby Regeneration Limited in favour of Bank of Scotland plc dated 29 August 2008.

**Facility** has the meaning given to it in the Senior Facility Agreement

**Fixtures** means in relation to any freehold or leasehold property charged by or pursuant to the Charge all fixtures and fittings (including trade fixtures and fittings other than occupational tenants' fixtures and fittings) and fixed plant and machinery from time to time thereon, the property wherein is vested in any Chargor

**Intercreditor Agreement** means the intercreditor agreement dated on or about 7 January 2008 and made between, amongst others, the Secured Finance Parties and the Chargor

**Mortgaged Property** means all that freehold land known as 13 Hawley Crescent and 29 Kentish Town Road, London NW1 8NP registered in the Land Registry with title number NGL515197

**Secured Liabilities** means in respect of each Chargor, all of their present and future obligations and liabilities to the Security Trustee and each of the Secured Finance Parties under the Charge, the Senior Facility Agreement and each other Secured Finance Document, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations to indemnify the Security Trustee and each of the other Secured Finance Parties and including, for the avoidance of doubt, any liability arising from any and all amendments, supplements and reinstatements of any Senior Facility Agreement from time to time including (without limitation) any and all increases in the Facility from time to time and/or any increases from time to time in any liabilities in respect of any further advances provided in respect of any other Secured Finance Document

ON ANY ACCOUNT

**Secured Finance Parties** has the meaning given to it in the Intercreditor Agreement

**Secured Finance Document** has the meaning given to it in the Intercreditor Agreement

**Senior Facility Agreement** has the meaning given to it in the Intercreditor Agreement



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 6331315  
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE  
DATED 29 AUGUST 2008 AND CREATED BY CATESBY  
REGENERATION LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM EACH CHARGOR TO BANK OF  
SCOTLAND PLC FOR ITSELF AND AS SECURITY TRUSTEE FOR  
THE SECURED FINANCE PARTIES (THE SECURITY TRUSTEE)  
AND EACH OF THE SECURED 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 4 SEPTEMBER  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 SEPTEMBER  
2008

*P. Muel*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES