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LLP395

17 09 76 / 13

Particulars of a mortgage or charge in respect
of a Limited Liability Partnership

CHFP025

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

Please complete
in typescript, or
in bold black
capitals

LLP Number

OC324067

For official use

[] [] [] [] [] []

Full Name of Limited
Liability Partnership

UK Housing Alliance Management LLP

Date of creation
of the charge

17 May 2007

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

Debenture (the "Legal Charge")

Amount secured by the
mortgage or charge

All indebtedness of the Chargor to the Lender now or
in the future, whatever the nature or basis of the
relevant obligation (the "Debts")

Signed

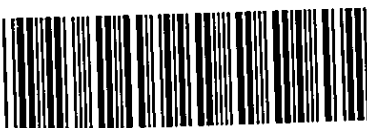
Eversheds LLP

Date

31/05/2007

On behalf of ~~XXX~~ [mortgagee/chargee] (delete as appropriate)

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a problem.



PMO 25/05/07 495
COMPANIES HOUSE
"AU/A002P"
A19 02/06/2007 254
COMPANIES HOUSE

Eversheds LLP

Senator House, 85 Queen Victoria Street, London, EC4V
4JL, DX 83 Chancery Lane

Tel 0845 497 9797

E-mail jamesalexander@eversheds.com

When you have completed and signed the form please send it to the
Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

Names and addresses of the mortgagees or persons entitled to the charge	Kaupthing Singer & Friedlander Limited, One Hanover Street, London, W1S 1AX (the "Lender")
Short particulars of all the property mortgaged or charged	Please see the Appendices attached
Particulars as to commission allowance or discount (note 3)	Nil

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 LLP398 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 LLP 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 Form LLP395 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**

* As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001

Appendix 1 - Particulars of all the property mortgaged or charged

- 1 The Chargor creates the following mortgages and charges in favour of the Lender in order to secure the payment of the Debts:
 - 1 1.1 by way of first legal mortgage all its Land (if any) identified in Schedule 2 of the Legal Charge,
 - 1.1.2 an equitable mortgage of Land to be acquired by it in future,
 - 1 1 3 fixed charges of
 - 1 1 3.1 its plant and machinery (not including any computers or their peripherals or any other office equipment),
 - 1.1.3 2 its goodwill;
 - 1.1 3 3 its rights and interest in intellectual property of any kind (including all related property and materials in any medium);
 - 1 1 3.4 its uncalled share capital
 - 1 1 3 5 its rights and interest in shares and other securities, and
 - 1 1 3.6 its rights and interest in contract (including contracts of insurance); and
 - 1 1.4 a floating charge of all of its property undertaking other than that which is effectively mortgaged or charged under any other provision of this debenture
- 2 1 The Chargor shall not, at any time, without the Lender's prior written consent
 - 2.1.1 create or allow to remain outstanding any security over any of the Charged Property (except for any security in favour of the Lender),
 - 2 1 2 make any loan (or otherwise grant credit) to any person, other than normal trade credit,
 - 2 1 3 borrow (or otherwise receive credit) from any person, other than under this agreement, in respect of normal trade credit;
 - 2.1 4 give any guarantee to any person,
 - 2 1.5 sell, transfer or otherwise dispose of all (or substantially all) of its business and assets,
 - 2 1 6 suspend or cease to carry on all or a material part of its business (or threaten to do so) or make any other material change to the general nature of its business, or
 - 2 1 7 declare or pay any dividend in respect of any share, make any distribution of capital to any of its members, redeem or purchase any share (or

otherwise release its share capital) or make any payment to any of its members in respect of costs, fees or expenses.

Appendix 2 - Definitions

"Charged Property" means, at any time, all property which is at that time the subject of any mortgage or charge created under the Legal Charge

"Floating Charge Property" means, at any time, all property which is at that time the subject of the floating charge created under the Legal Charge

"Land" means any estate or interest in real property and any related rights

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No OC324067

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th MAY 2007 AND CREATED BY UK HOUSING ALLIANCE MANAGEMENT LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO KAUPTHING SINGER & FRIEDLANDER LIMITED 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 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 25th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JUNE 2007

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES