COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland



Please do not write in this margin

Pursuant to section 410 and 466 of the Companies Act 198

Please complete

To the Registrar of Companies (Address overleaf - Note 5)

For official use

Company number

SC121345

legibly, preferably in black type, or bold block lettering

* insert full name of company

SOUTH EASTERN RECOVERY ASSURED HOMES LIMITED (the "Mortgagor")

Date of creation of the charge (note 1)

3 June 1999

Name of company

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Debenture

Names of the persons entitled to the charge

Nationwide Building Society

Short particulars of all the property charged

Please see attached Schedule 1

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

Wragge & Co 55 Colmore Row Birmingham **B3 2AS**

For official Use Charges Section

Post room



Ref: 1530387/JCP/SHX

realities, and addresses of the persons who have executed the instrument of alteration (note 2)	Please do not write in this margin
As per attached Schedule 2.	Please complete legibly, preferably in black type, or bold block lettering
Date(s) of execution of the instrument of alteration	_
3 June 1999	
A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking passu with the floating charge	e g
See attached Schedule 3.	
hort portioulogs of any manufacture of a second sec	
hort particulars of any property released from the floating charge	1
None	
ne amount, if any, by which the amount secured by the floating charge has been increased	
None	

Page 2

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A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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

- 1. The charges created by the Lenders' Securities over the Portfolio A Properties shall (to the extent that both Lenders' Securities create charges over such Properties) rank so that any proceeds of sale received by Nationwide or BLB or by any receiver appointed by either of them in enforcing any of such charges shall (subject to the payment thereout of all costs and expenses of realisation including receiver's remuneration and receivership expenses and liabilities and other payments ranking in priority) be held by it or the receiver upon the following trust:
- (a) to apply the same in or towards satisfying or discharging the Nationwide Debt;
- (b) to apply any surplus in or towards satisfying or discharging the BLB Priority Debt and the BLB Subordinated Debt in such order as BLB may require; and
- (c) to pay any surplus to such other person or persons entitled thereto.
- 2. The charges created by the Lenders' Securities over the Portfolio B Properties shall (to the extent that both Lenders' Securities create charges over such Properties) rank so that any proceeds of sale received by Nationwide or BLB or by any receiver appointed by either of them in enforcing any of such charges shall (subject to the payment thereout of all costs and expenses of realisation including receiver's remunderation and receivership expenses and after providing for all costs charges expenses and liabilities and other payments ranking in priority) be held by it or the receiver upon the following trust:
- (a) to apply the same in or towards satisfying or discharging the BLB Priority Debt;
- (b) to apply any surplus in or towards satisfying or discharging Nationwide Debt;
- (c) to apply any surplus in or towards satisfying the BLB Subordinated Debt; and
- (d) to pay any surplus to such other person or persons entitled thereto.
- 3. The charges created by the Lenders' Securities in respect of any assets other than the Portfolio A Properties and the Portfolio B Properties shall rank (to the extent that both Lenders' Securities create charges over such assets) so that any proceeds of sale received by Nationwide or BLB or by any receiver appointed by any of them in enforcing any of such charges shall (subject to the payment thereout of all costs and expenses of realisation including receiver's remuneration and receivership expenses and after providing for all costs charges expenses and liabilities and other payments ranking in priority) be held by it or the receiver upon the following trust:
- (a) To apply the same in or towards satisfying the Nationwide Debt and the BLB Priority Debt Pari Passu;
- (b) To apply any surplus in or towards satisfying or discharging the BLB Subordinated Debt;
- (c) To pay any surplus to such other person or persons entitled thereto.

If in relation to any asset of a Group Company either of the Lenders does not have (immediately prior to the appointment of a receiver thereof, or the time at which preferential debts are ascertained in a winding up of that Group Company) fixed charges or either of the Lenders do not have floating charges the orders of priority provided in clause 3 of the instrument of alteration (as set out in paragraphs 1, 2 and 3 above) shall be varied so that in relation to that asset:

- (a) the Lender with a fixed charge shall rank ahead of the Lender with a floating charge; and
- (b) the Lenders with fixed charges and the Lenders with floating charges shall rank inter se in relation to such asset in the order of priority provided in clauses 3.1, 3.2 or 3.3 (as the case may be) of the instrument of alteration (as set out in paragraphs 1, 2 and 3 above).

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			rument of altera	ation, together e Registrar of C				s	

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a

execution of that instrument.

body corporate it must be signed by an officer of that body.

Companies Registration Office, 102 George Street, Edinburgh EH2 3DJ

5. The address of the Registrar of Companies is:-

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or

Please do not

HMSO Ed Rep 1m 3/93 (105940/2)

M466 - PARTICULARS OF AN INSTRUMENT OF ALTERATION TO A FLOATING CHARGE

SOUTH EASTERN RECOVERY ASSURED HOMES LIMITED (Co No SC121345)

Short particulars of all the property charged

1 Definitions

In this Form M466, the following words and phrases shall have the following meanings:

(a) as used in the Debenture:

"Assets" means the property, undertaking and assets of the Mortgagor expressed to be charged to the Society under clause 2 of the Debenture as set out in paragraph 2 below;

"Licences" means all licences, consents and authorisations (statutory or otherwise) at the date of the Debenture or in the future held or acquired by the Mortgagor, or held by a nominee of the Mortgagor, in connection with any business carried on by the Mortgagor or the use of any of the Assets charged as at the date of the Debenture or in the future by the Debenture;

"Occupational Leases" means the leases and/or under leases or other tenancies or occupations to which the Property is from time to time subject;

"Property" means all leasehold and freehold property referred to in paragraph 2(a) below;

"Rents" means the gross rents licence fees and other monies receivable as at the date of the Debenture or at any time thereafter at any time by the Mortgagor in respect or arising out of any of the Occupational Leases or otherwise derived by the Mortgagor from the Property (including without limitation mesne profits) but not including insurance rents or services charges or the like;

"Share Security" means all stocks, shares, debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate as at the date of the Debenture or any time thereafter belonging to the Mortgagor together with all dividends, interest and other income and all other rights or any kind deriving from or incidental to any of the above;

"Special Accounts" means those separate and denominated account or accounts with the Society or any other financial institution specified in writing by the Society for the collection of book and other debts under Clause 4.5 of the Debenture.

- (b) as used in the instrument of alteration:
- "the BLB Loan Agreement" means a loan agreement dated 24th February 1999 and made between the Company and BLB as from time to time varied or extended;
- "the BLB Priority Debt" means the aggregate amount from time to time outstanding of all monies obligations and liabilities whether actual or contingent due owing or incurred by the Company or any member of the Group to BLB under the BLB Loan Agreement other than the BLB Subordinated Debt;
- "the BLB Securities" means the Security Interests constituted by the BLB Charges;
- "the BLB Subordinated Debt" means Loan B (as defined in the BLB Loan Agreement) together with interest thereon to date of payment at the rates and upon the terms set out in such Loan Agreement and the fees payable under clause 18.5.1.1 of such Loan Agreement;
- "BLB Charges" means each deed executed from time to time in favour of BLB by the Company or a Subsidiary constituting Security Interests over the assets of the Company and/or a Subsidiary as security for the BLB Priority Debt and/or BLB Subordinated Debt;
- "Charging Group Company" means each Group Company which has granted a Security Interest to either or both of Nationwide or BLB prior to the date of this Deed;
- "the Group" means Arcrent Properties Limited (the "Company") and the Subsidiaries and the expression "Group Company" (which includes the Mortgagor) shall be construed accordingly;
- "the Lenders" means collectively Nationwide and BLB and the expression "Lender" shall be construed accordingly;
- "the Lenders' Debts" means collectively the Nationwide Debt and the BLB Priority Debt and the BLB Subordinated Debt;
- "the Lenders' Securities" means collectively the Nationwide Securities and the BLB Securities and, in relation to a Lender, the expression "Securities" shall be construed accordingly;
- "the Nationwide Charges" means each deed executed from time to time in favour of Nationwide by the Company or a Subsidiary constituting Security Interests over the assets of the Company and/or a Subsidiary as security for the Nationwide Debt;
- "the Nationwide Debt" means the aggregate amount from time to time outstanding of all monies obligations and liabilities whether actual or contingent due owing or incurred by the Group to Nationwide under the Nationwide Loan Agreement;

"the Nationwide Loan Agreement" a loan agreement dated24th February 1999 and made between the Company (1) and Nationwide (2);

"the Nationwide Securities" means the Security Interest constituted by the Nationwide Charges;

"Pari Passu" means in relation to any debts that the repayment or satisfaction thereof shall be made pro rata in the proportions which the amount of each such debt bears to the aggregate thereof;

"Permitted Payments" means those payments of BLB Subordinated Debt permitted pursuant to clause 19;

"the Portfolio A Property" means the freehold and leasehold property of which short particulars are set out in Part 1 of Schedule 1 including all fixtures and fittings and all fixed plant and machinery thereon and including for these purposes any assets on or about such properties as may be subject to a floating charge in favour of either of the Lenders and including (1) all and any monies standing to the credit of the Security Account and the Sale Proceeds Accounts (as defined in the Nationwide Loan Agreement) in respect of such property and (2) any rental monies received or receivable in respect of such property;

"the Portfolio B Property" means the freehold and leasehold property of which short particulars are set out in Part 2 of Schedule 1 including all fixtures and fittings and all fixed plant and machinery thereon and including for these purposes any assets on or about such properties as may be subject to a floating charge in favour of either of the Lenders;

"receiver" means a receiver and/or administrative receiver and/or a receiver and manager;

"Schedule" means a Schedule to this Deed;

"Security Interest" means any mortgage, charge (whether fixed or floating) pledge, lien, standard security, hypothecation, security interest, trust, arrangement for the purpose of providing security (whether fixed or floating) assignment or any other agreement or arrangement having the effect of security or conferring a priority of payment (including without limitation title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;

"the Subsidiaries" means the subsidiaries of the Company from time to time as defined in Section 736 Companies Act 1985 and the subsidiary undertakings of the Company as defined in Section 258 Companies Act 1985;

2 Mortgaged/Charged Property

As continuing security for the payment and discharge of the Indebtedness and the obligations contained in the Debenture, the Mortgagor charged to the Society with full title guarantee:

- (a) by way of fixed charge all estates or interest in any freehold and leasehold property of the Mortgagor (not being property otherwise specifically charged by way of first or second legal charge to the Society) and the Licences at the date of the Debenture or any time thereafter vested in the Mortgagor together with all buildings, fixtures (including trade fixtures but excluding tenants occupational fixtures);
- (b) by way of fixed charge all the goodwill of the Mortgagor and its uncalled capital as at the date of the Debenture or any time thereafter in existence and future calls (whether made by the directors of the Mortgagor or by a Receiver appointed under the Debenture);
- by way of fixed charge all Rents (excluding service charge payments and insurance rents), book debts and other debts at the date of the Debenture or any time thereafter due or owing to the Mortgagor and rent deposits held by the Mortgagor;
- (d) by way of fixed charge the Share Security;
- (e) by way of fixed charge all plant and machinery at the date of the Debenture or any time thereafter belonging to the Mortgagor not charged under sub-paragraph (a) above;
- (f) by way of fixed charge all chattels at the date of the Debenture or any time thereafter hired, leased or rented by the Mortgagor to any other person within each case the benefit of the related hiring, leasing or rental contract and any guarantee indemnity or other security for the performance of the obligations of any persons under or in respect of such contracts;
- (g) by way of fixed charge the benefit of any covenants for title given or entered into by any predecessor in title of the Mortgagor to Property of the Mortgagor, all proceeds of a capital nature in relation to the disposal of any or all of the Property, the benefit of any contract for the sale, letting or other disposal of the Property and all present and future options to renew all leases, or purchase all reversions (whether or not freehold) from time to time in relation to the Property;
- (h) so far as is permitted under the relevant documents, by way of fixed charge all the Mortgagor's right, title and interest in and to all contracts and agreements to which it is a party:
- (i) by way of floating charge all Special Accounts and present and future banking accounts of the Mortgagor (however designated) with any bank

- or financial institution in any jurisdiction and any and all monies from time to time standing to the credit of each of them; and
- (j) by way of floating charge all the Mortgagor's present and future undertaking and assets whatever and wherever including (without limitation) all other property and assets not subject to a fixed charge under the Debenture.

3 Assigned Property

As further security for the payment and repayment of the Indebtedness the Mortgagor as beneficial owner assigned by way of security to the Society:

- (a) the benefit to the Mortgagor of all rights and claims to which the Mortgagor was at the date of the Debenture or any time thereafter becomes entitled in relation to the Property including (but without limitation) all rights and claims of the Mortgagor against all persons who were at the date of the Debenture or who at any time have been, or may become lessees, sub-lessees or licensees of the whole or any part or parts of the Property or guarantors and sureties for the obligations of those persons to hold the same for the benefit of the Society;
- (b) the benefit to the Mortgagor of all hedging instruments of whatever nature entered into between the Mortgagor and a third party;
- (c) the benefit of any and all contracts and policies of insurance and of all rights and claims to which the Mortgagor was at the date of the Debenture or may in the future become entitled in connection with them;
- (d) the benefit of the Mortgagor's rights at the date of the Debenture or in the future to recover any VAT on any supplies made to it from any VAT charge or to be charged on supplies made or to be made by it and any sums so recovered;
- (e) the benefit of each of the personal covenants given or contained in the Occupational Leases and any guarantees given in respect of payment of the rent reserved by or performance and observance of the tenants covenants therein contained;
- (f) the benefit of the guarantees, warranties and representations given or made by and any rights or remedies against all or any of the architects, quantity surveyors and consulting engineers, suppliers and manufacturers and other professionals and persons at the date of the Debenture or any time thereafter appointed or engaged in respect of the Property including (without generality of the foregoing) the right to prosecute in the name of the Mortgagor any proceedings against such persons in respect of such matters and the benefit of all sums recovered in any proceedings against all or such persons;
- (g) all rights of copyright vested in the Mortgagor from time to time and any plans and specifications prepared in connection with the Property,

together with any implied licence of the Mortgagor in any such plans and specifications the copyright of which is not vested in the Mortgagor;

as all the above were or become capable of assignment without the consent of a third party or to the extent that such consent shall be obtained but if the Indebtedness is finally paid or discharged to the satisfaction of the Society in accordance with the provisions of the Debenture, the Society shall at the request and cost of the Mortgagor promptly reassign to the Mortgagor or as the Mortgagor may direct the benefit of any and all of the above assignments and provided further that the Society shall not notify any third party of such assignment until an Event of Default (as such term is defined in the Loan Agreement dated 24th February 1999 made between Arcrent Limited and the Society) has occurred.

4 Negative Pledges

The Mortgagor will not during the subsistence of the security created by the Debenture create any mortgage, charge, lien, easement or other encumbrance upon the Property or any part of it and shall not convey, assign or transfer the whole or declare a trust in respect of, or any part of, the Property without the consent of the Society or do, permit or suffer to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created by the Debenture.

5 The Mortgagor shall not:

- (a) (except for charges in favour of the Society created under or pursuant to the Debenture)create, grant, extend or permit to subsist any mortgage, charge, lien or other interest in the nature of security or any floating charge on or over any of its undertaking or assets or any part of it or agree to do any such thing save that the Mortgagor shall be permitted to create or permit to subsist without the Society's consent a "Permitted Encumbrance" and such expression shall bear the same meaning in respect of the Mortgagor as defined in the Loan Agreement in relation to Arcrent Limited;
- (b) sell, transfer or otherwise dispose of (or agree to so deal with) its undertaking and Assets or any part of them except by getting in and realising them in the ordinary and proper course of its business and save in accordance with the Loan Agreement.

The Mortgagor shall not at any time during the continuance of the security constituted by or pursuant to the Debenture, without the prior consent of the Society, deal with the book and other debts and monetary claims referred to in Paragraph 2(c) above, except by getting in and realising the same and paying into the Special Accounts. Without prejudice to the generality of the foregoing, the Mortgagor shall not at any such time factor or discount or enter into any agreement for factoring or discounting any of the book and other debts and monetary claims referred to in the said paragraph 2(c).

End of Schedule 1

M466 - Particulars of an Instrument of Alteration to a Floating Charge

South Eastern Recovery Assured Homes Limited (Company Number: SC121345)

Names and addresses of the persons who have executed the instrument of alteration

- 1. Arcrent Properties Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 2. Nationwide Building Society whose registered office is Nationwide House, Pipers Way, Swindon, Wiltshire, SN38 1NW;
- 3. The British Linen Bank Limited whose registered office is 4 Melville Street, Edinburgh, EH3 7N2;
- 4. Pemberstone Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA:
- 5. Esterre Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 6. CIM Management Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 7. City Property Solutions Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 8. Pemberstone Serviced Apartments Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 9. Pemberstone City Investments Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 10. CIM Residential Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 11. Pemberstone Residential Properties Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 12. Pemberstone Reversions Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 13. Pemberstone Housing Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 14. Homes Intown Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;

- 15. First Roman Property Trust Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 16. Second Roman Property Trust Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 17. CIM Employment Services Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 18. Third Roman Property Trust Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 19. Roman Recoveries Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 20. Chelten Homes Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 21. Parkside Residential Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 22. SB (1995) Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 23. Fourth Roman Trust Company Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 24. Hansom Place Apartments Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 25. Oxford Residential Properties Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 26. South Eastern Recovery Assured Homes Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 27. First Predator Plus Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 28. Predator Three Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 29. Predator Five Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;
- 30. Tamworth Assets Limited whose registered office is Rutherford House, Blackpole Road, Worcester, WR3 8YA;

End of Schedule 2

M466 - PARTICULARS OF AN INSTRUMENT OF ALTERATION TO A FLOATING CHARGE SOUTH EASTERN RECOVERY ASSURED HOMES LIMITED (Co No: SC121345)

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge.

So long as any of the Nationwide Debt is or may become outstanding, except as Nationwide previously consented in writing, no Group Company will create or permit or subsist any Security Interest over any of its assets for any of the BLB Subordinated Debt other than the BLB Securities.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number 121345

I hereby certify that particulars of an instrument of alteration dated 3 JUNE 1999

were delivered pursuant to section 410 of the Companies Act, 1985, on 24 JUNE 1999.

The instrument relates to a charge created on 3 JUNE 1999

by SOUTH EASTERN RECOVERY ASSURED HOMES LIMITED

in favour of NATIONWIDE BUILDING SOCIETY

for securing ALL SUMS DUE, OR TO BECOME DUE

Signed at Edinburgh 25 JUNE 1999





N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC121345 CHARGE: 59

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Date of Registration	Serial Number of Document on File	Date of Creation of each Charge and Description thereof	Date of the aquisition of the Property	Amount secured by the Charge		Names of the Persons entitled to the Charge
				£		
24/06/1999		3/ 6/99 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME	VARIOUS FIXED CHARGES OVER ASSETS; FLOATING CHARGE OVER SAME	NATIONWIDE BUILDING SOCIETY
DEBENTURE			!	DUE		
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Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC121345 CHARGE: 59

COMPANY: SC1213	45 CHARGE: 59					
(8)	(9)	(10)	(11)		(12)	
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking part passu with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commis- sion Allowance or discount	Memoranda of Satisfaction	Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						
					13	
				·		

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC121345 CHARGE: 59

Instruments of Alteration to a Floating Charge						
(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) The provisions, if any, prohibiting or restricting the creation by the Company of any fixed security or any other floating charge having priority over, or ranking pari passu with, the floating charge.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if an by which the amount secured by the floating charghas been increase	
	PEMBERSTONE LIMITED AND OTHERS THE BRITISH LINEN BANK LIMITED NATIONWIDE BUILDING SOCIETY ARCRENT PROPERETIES LIMITED				-	
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