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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

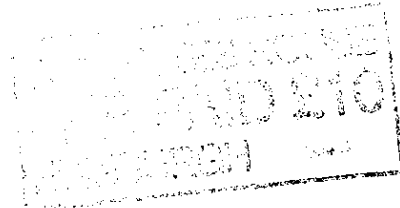
410

A fee of £10 is payable to Companies House in
respect of each register entry for a mortgage or
charge

CHFP025

Please do not
write in this
margin

Pursuant to section 410 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

[1615]

SC 157424

Name of company

NC (Norcity-Secured) Limited (the "Company")

* insert full name
of company

Date of creation of the charge (note 1)

29th October 2001

Description of the instrument (if any) creating or evidencing the charge (note 1)

Guarantee and Debenture (the "Guarantee and Debenture")

Amount secured by the charge

See Paper Apart

Names and addresses of the persons entitled to the charge

The Governor and Company of the Bank of Scotland having its Head Office at
The Mound, Edinburgh as Security Trustee for the Beneficiaries (all terms
hereinafter defined) (the "Security Trustee")

Presenter's name address telephone
number and reference (if any):

Tods Murray WS
66 Queen Street
Edinburgh
EH2 4NE

HAP.FPM.JLW.B5279.069

For official use
Charges Section

Post room



Short particulars of all the property charged.

Please do not
write in
this margin

See Paper Apart

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

See Paper Apart

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed

Date 7.11.01

On behalf of ~~XXXXXX~~ [company] [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) 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 which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and Postal Orders are to be made payable to Companies House.

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

Companies House
37 Castle Terrace
Edinburgh EH1 2EB

† delete as
appropriate

Form 410

Paper Apart

NC (Norcity-Secured)Limited
SC157424

1 Amount Secured by the Charge

The Company

- 1.1 covenants and undertakes that it will on demand in writing made to it by the Security Trustee or the relevant Beneficiary, pay or discharge to the Security Trustee on the due date all money and liabilities now or in the future due, owing or incurred by it to each Beneficiary under or pursuant to the Finance Documents; and
- 1.2 covenants, undertakes and guarantees that if for any reason any other Company has not paid any sum payable by it under any Finance Document by the time, on the date and otherwise in the manner specified in such Finance Document (whether on the due date, on acceleration or otherwise) it will on demand in writing made to it by the Security Trustee or the relevant Beneficiary, pay or discharge to the Security Trustee all money and liabilities now or in the future due, owing or incurred by that Company to each Beneficiary under or pursuant to the Finance Documents,

in either case whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal, surety or guarantor and whether or not the relevant Beneficiary was an original party to the relevant transaction and so that interest shall be computed and compounded in accordance with the Finance Documents and clause 21.2 of the Guarantee and Debenture (after as well as before any demand, decree or judgment).

2 Short Particulars of the Property Charged

- 2.1 The Company with full title guarantee and absolute warrandice hereby charges to the Security Trustee:
 - a) by way of first legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Company and registered at HM Land Registry, (including but not limited to the interests of the Company in the Land described in Part I of the Third Schedule of the Guarantee and Debenture and set out in the Schedule hereto);
 - b) by way of first legal mortgage, all other freehold and leasehold Land in England and Wales now vested in the Company and not registered at HM Land Registry, (including but not limited to the interests of the Company in the Land described in Part II of the Third Schedule of the Guarantee and Debenture);
 - c) by way of first fixed equitable charge, all Land now being or in the future becoming the property of the Company (except Land charged under the preceding provisions of this clause and land situated in Scotland)
 - d) by way of first fixed charge, all interests in Land or the proceeds of sale of Land now or in the future belonging to the Company which have not already been charged under the preceding provisions of this clause 2.1 and all licences now or in the future held by the Company to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which the Company is or may in the future become entitled;

- e) by way of first fixed charge, all money now or at any time hereafter during the subsistence of the security standing to the credit of the Proceeds Account and all entitlements to interest and other rights and benefit accruing to or arising in connection with such money;
- f) by way of first fixed charge, all plant and machinery of the Company now or in the future attached to any Land which, or an interest in which, is charged under the preceding provisions of this clause 2.1 and all rights and interests of the Company under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
- g) by way of first fixed charge, all rental and other income and all debts and claims now or in the future due or owing to the Company under or in connection with any lease, agreement or licence relating to Land;
- h) by way of first fixed charge, all Securities belonging to the Company;
- i) by way of first fixed charge, all contracts and policies of insurance and assurance now or in the future held by or otherwise benefiting the Company and all rights and interests of the Company in every contract and policy (including the benefit of all claims arising and all money payable under contracts and policies);
- j) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company;
- k) by way of first fixed charge, all Intellectual Property Rights of the Company capable of being validly charged by way of fixed charge;
- l) by way of first fixed charge, all book and other debts now or in the future owing to the Company and all rights and claims of the Company against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged under the preceding provisions of this clause 2.1);
- m) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies now or in the future available to the Company as security for any Receivable or for the performance by any third party of any obligation now or in the future owed to the Company;
- n) by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to the Company;
- o) by way of floating charge:
 - i) all Assets now or in the future owned by the Company except to the extent that the Assets are for the time being effectively charged by any fixed charge contained in the preceding provisions of this clause 2.1, including any Assets comprised within a charge which is reconverted under clause 2.5 below (*Decrystallisation of Floating Charge*); and

- ii) without exception all Assets insofar as they are for the time being situated in or governed by the law of Scotland;

- 2.2 **Crystallisation of Floating Charge:** The floating charge created by any Company in clause 2.1(o) above (*Charging Clause*) may be crystallised into a fixed charge by notice in writing by the Security Trustee to the Company given at any time. Such crystallisation shall take effect over the Floating Charge Assets or class or classes of Floating Charge Assets as shall be specified in the notice. If no Floating Charge Assets are so specified, it shall take effect over all Floating Charge Assets.
- 2.3 **Automatic Crystallisation:** If any Company, without the Security Trustee's prior written consent and save as permitted under the Facility Agreement, takes any step to charge (whether by way of fixed or floating charge) or otherwise encumber any of its Floating Charge Assets or to create a trust over any such Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Company's business or as otherwise permitted under the Facility Agreement, or if any person takes any step to levy any distress, execution, diligence, sequestration or other process against any Floating Charge Asset, then the floating charge created by clause 2.1(o) above (*Charging Clause*) shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.
- 2.4 **Floating Charge Assets acquired after Crystallisation:** Except as otherwise stated in any notice given under clause 2.2 above (*Crystallisation of Floating Charge*) or unless such notice relates to all Floating Charge Assets, Floating Charge Assets acquired by any Company after crystallisation has occurred under clause 2.2 above (*Crystallisation of Floating Charge*) or 2.3 above (*Automatic Crystallisation*) shall continue subject to the floating charge created by clause 2.1(o) above (*Charging Clause*), so that the crystallisation shall be effective only as to its Floating Charge Assets in existence at the date of crystallisation.
- 2.5 **Decrystallisation of Floating Charge:** Any charge by any Company which has crystallised under clause 2.2 above (*Crystallisation of Floating Charge*) or 2.3 above (*Automatic Crystallisation*) may, by notice in writing given at any time by the Security Trustee to any Company, be reconverted into a floating charge in relation to the Assets or class or classes of Assets specified in such notice

3 **Statement as to any restrictions on the power to grant further securities and any ranking provision**

The Company shall not create any Encumbrance, save for Permitted Encumbrances, over any Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in clause 5.1 of the Guarantee and Debenture (*Negative Pledge and other Restrictions*) with respect to any Floating Charge Asset and such Company shall not, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset save as permitted by clause 14.1(d) (*Restrictions on Disposals*) of the Facility Agreement and providing further that such floating charge shall rank in priority to any fixed security, floating charge (or charge having the nature of a floating charge) or other Encumbrance granted or otherwise arising contrary to such provisions

4 **Future Security Subject to the Guarantee and Debenture**

Any debentures, mortgages, standard security or charges (fixed or floating) or other securities created in the future by any Company (except those in favour of the Security

Trustee) shall be expressed to be subject to the Guarantee and Debenture and shall rank in order of priority behind the charges created by the Guarantee and Debenture.

5 Negative Pledge and other Restrictions

The Company shall not, without the prior written consent of the Security Trustee (and save for the Company's rights in respect of Permitted Encumbrances and the terms of clause 14.1(d) (*Restrictions on disposals*) and clause 14.1(b) (*Restriction on Encumbrances*) of the Facility Agreement):

- 5.1 create, or agree or attempt to create, or permit to subsist, any Encumbrance on its present or future assets or any part of them except Permitted Encumbrances;
- 5.2 sell or otherwise dispose of any of its assets to persons on terms which would, or are intended to, result in such assets being leased to or re-acquired by a Group Company;
- 5.3 permit any person other than any Company, the Security Trustee or its nominee to be registered as holder of any Securities or any part thereof;
- 5.4 knowingly do or cause or permit to be done anything which may have an adverse effect on the market value of Securities or their value to the Security Trustee or the Beneficiaries.

Schedule of definitions

In this Form 410:-

"Affiliate" as to any person, any other person who, directly or indirectly, is in control of, is controlled by, or is under common control with, such person. A person shall be deemed to control another person for the purpose of determining whether the two persons are affiliates if the controlling person possesses, directly or indirectly, the power to direct or cause the direction of the management and the policies of the other person, whether through the ownership of voting securities, membership interests, by contract, or otherwise and **"Affiliates"** shall be construed accordingly;

"Agent" means The Governor and Company of the Bank of Scotland in its capacity as agent for the Banks and any successor agent appointed in terms of the Facility Agreement;

"Arranger" means The Governor and Company of the Bank of Scotland as arranger in terms of the Facility Agreement;

"Assets" means all the present, future or contingent undertaking, property, assets, rights and revenues of the Company, whatever and wherever in the world, present and future, and includes each or any of them;

"Banks" shall have the meaning given to it in the Facility Agreement;

"Beneficiaries" means collectively the Agent, the Security Trustee, the Banks, the Underwriter, the Arranger and each Hedging Counterparty and includes any one or more of them and **"Beneficiary"** shall be construed accordingly;

"Borrower" means the Principal Borrower, PCG Residential PLC and the Parent, together the Borrowers;

"Charging Company" means, at any time, each of the Borrowers and any other Group Company or Group Companies which shall have executed a Security Document at that time;

"Commitment" means, in relation to a Bank and the Revolving Credit Facility, the amount set opposite its name in Schedule 10 of the Facility Agreement (or in the case of a Transferee, the amount set out in the schedule to the relevant Transfer Certificate as being transferred to the Transferee) in relation to the Revolving Credit Facility as the same may be transferred (in whole or in part), reduced, varied or terminated in accordance with the terms of the Facility Agreement;

"Encumbrances" means any mortgage, standard security, pledge, lien, hypothecation, charge, assignment or deposit by way of security or any other legally binding agreement or arrangement (whether conditional or not and whether relating to existing or to future assets), having the effect of providing a security to a creditor or any agreement or legally binding arrangement to give any form of security to a creditor;

"Facility Agreement" means the facility agreement dated 10 September 1999 and made between PCG Residential Lettings Limited (as Borrower) (1), The Governor and Company of the Bank of Scotland ("BOS") (as Arranger) (2), BOS (as Underwriter) (3), BOS (as Agent) (4) and BOS (as Security Trustee) (5) as amended and restated on 16 October 2000 and on 29 October 2001 which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, (including, without limitation, changes to the facility provided or increases in their maximum amount);

"Finance Documents" shall have the meaning given to it in the Facility Agreement;

"Floating Charge Assets" means, insofar only as concerns the floating charge created by clause 3.1(p) of the Guarantee and Debenture (*Charging Clause*), Assets from time to time comprised within it;

"Group" means, at any time, the Parent, the Charging Companies listed in Schedule 3 of the Facility Agreement and the Subsidiaries of the Charging Companies at that time (including any future-acquired or incorporated Subsidiaries and including the Targets on and after the dates of their acquisitions, but excluding other Subsidiaries of the Parent) and **"Group Company"** means any of them;

"Hedging Agreement" means the interest rate management agreement or agreements entered into or to be entered into between the Hedging Counterparty and a Borrower under clause 14.1(t) or clause 14.5 of the Facility Agreement and, where the context permits or requires, any such agreement entered into subsequently;

"Hedging Counterparty" means, subject to clause 31 of the Facility Agreement, any Bank or its Affiliate in its capacity as a counterparty under the Hedging Agreement;

"Intellectual Property Rights" means all patents, utility models, trade marks, service marks (and all goodwill associated with them), rights in passing off, all brands and trade names, all copyrights (including copyright in computer software) and rights in the nature of copyright, semi-conductor topography rights, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights now or in the future, registered or unregistered, owned or enjoyed by the Company including the right to apply for all applications for the protection of the foregoing in any part of the world and the benefit of all agreements, licences and permissions now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any such rights, and includes each or any of them;

"Land" includes freehold and leasehold land in England and Wales, heritable and leasehold land in Scotland and other immovable property and in each case all buildings and structures upon and all things affixed to Land;

"Majority Banks" means one or more of the Banks the sum of whose Commitments equal or exceeds 66 2/3 % of the aggregate of the Total Commitments;

"Parent" means CapitalTech PLC, Company number SC149799;

"Permitted Encumbrances" means:

(a) Encumbrances granted with the prior written consent of the Agent (acting on the instructions of the Majority Banks);

(b) liens and rights of set off arising by operation of law in the normal course of business and retention of title clauses in suppliers' standard terms and conditions of business in respect of contracts entered into in the normal course of business;

(c) Encumbrances comprised in the Security Documents or arising under any agreement in favour of any of the Banks in connection with credit balances held by that Bank which permit the netting off of such credit balances;

(d) liens arising as a result of unpaid Taxes; and

(e) the arrangements contemplated in the Facility Agreement in relation to the Proceeds Account or any escrow account into which disposal proceeds may be paid;

"Principal Borrower" means PCG Residential Lettings Limited (company number 3781502) as Borrower in terms of the Facility Agreement;

"Proceeds Account" means the interest bearing accounts held with The Governor and Company of the Bank of Scotland set out in the Proceeds Account Letter or such other accounts agreed between the Principal Borrower and the Agent from time to time;

"Proceeds Account Letter" means a letter addressed to the Agent from the Principal Borrower in the Agreed Terms setting out the Proceeds Account for each Group Company;

"Receivables" means all sums of money receivable by the Company now or in the future consisting of or payable under or derived from any of its Assets referred to in clause 2.1 above (*Charging Clause*);

"Revolving Credit Facility" means the revolving credit facility referred to in clause 2 of the Facility Agreement as the same may be reduced or cancelled from time to time in accordance with the provisions of the Facility Agreement;

"Securities" means all stocks, shares, debentures and loan stocks issued by the company or person and all other investments (whether or not marketable) now or in the future owned at law or in equity or otherwise by the Company including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all Securities owned by the Company in another Company;

"Security Documents" has the meaning given to it in the Facility Agreement;

“Subsidiary” means

(a) a subsidiary as defined in section 736 of the Companies Act 1985; and

(b) for the purposes of clause 15 and clause 16 of the Facility Agreement a subsidiary undertaking as defined in section 258 of the Companies Act 1985

“Targets” means all the companies listed in Schedule 1 of the Facility Agreement;

“Taxes” means all present and future taxes, levies, imposts, duties, charges, fees, deductions and withholdings in the nature of tax imposed or levied by any governmental, fiscal or other competent authority in the UK or any other jurisdiction from which the Obligor makes payment (and includes without limitation any penalty payable in connection with any failure by any Group Company to pay, or delay by any Group Company in paying, any of the same) and **“Tax”** and **“Taxation”** shall be construed accordingly;

“Total Commitments” means the aggregate for the time being of the Commitments under the Revolving Credit Facility being on the date of the Supplemental Agreement, £30,000,000 (thirty million pounds sterling);

“Transfer Certificate” means a certificate substantially in the form set out in Schedule 6 of the Facility Agreement signed by a Transferee and the Bank;

“Transferee” means a bank or other financial institution to which a Bank seeks to transfer or has transferred all or part of its rights and obligations under the Facility Agreement in accordance with clause 21.3 of the Facility Agreement;

“Underwriter” means The Governor and Company of the Bank of Scotland as underwriter in terms of the Facility Agreement;



SCHEDULE

Part I

Registered Land (England and Wales)

Company	Property	Title	County & District	Title No
<u>PCG Residential plc</u>	<u>4 55/57 Whitworth Street, Granby Village, Manchester M1 3NT</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM635026</u>
<u>PCG Residential plc</u>	<u>30 55/57 Whitworth Street, Granby Village, Manchester M1 3NT</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM636764</u>
<u>PCG Residential plc</u>	<u>2 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM659396</u>
<u>PCG Residential plc</u>	<u>4 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM658892</u>
<u>PCG Residential plc</u>	<u>9 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM658896</u>
<u>PCG Residential plc</u>	<u>10 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM669846</u>
<u>PCG Residential plc</u>	<u>11 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM670060</u>
<u>PCG Residential plc</u>	<u>14 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM677310</u>
<u>PCG Residential plc</u>	<u>16 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM665281</u>
<u>PCG Residential plc</u>	<u>20 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM663462</u>
<u>PCG Residential plc</u>	<u>30 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM658991</u>

<u>Company</u>	<u>Property</u>		<u>County & District</u>	<u>Title No.</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>69 Wharf Road, Grays, Essex, RM17 5YX</u>	<u>Freehold</u>	<u>Thurrock, Essex</u>	<u>EX499645</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>31 Chestnut Court, Gas House Lane, Alcester, B49 5RB</u>	<u>Leasehold</u>	<u>Stratford Upon Avon, Warwickshire</u>	<u>WK348348</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>23 Chestnut Court, Gs House Lane, Alcester B49 5RB</u>	<u>Leasehold</u>	<u>Stratford Upon Avon, Warwickshire</u>	<u>WK351611</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>24 Chestnut Court, Gas House Lane, Alcester B49 5RB</u>	<u>Leasehold</u>	<u>Stratford Upon Avon, Warwickshire</u>	<u>WK352308</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>25 Chestnut Court, Gas House Lane, Alcester B49 5RB</u>	<u>Leasehold</u>	<u>Stratford Upon Avon, Warwickshire</u>	<u>WK351608</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>26 Chestnut Court, Gas House Lane, Alcester B49 5RB</u>	<u>Leasehold</u>	<u>Stratford Upon Avon, Warwickshire</u>	<u>WK356109</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>27 Chestnut Court, Gas House Lane, Alcester B49 5RB</u>	<u>Leasehold</u>	<u>Stratford Upon Avon, Warwickshire</u>	<u>WK351612</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>49 Stonefield Park, Maidenhead, Berks, SL6 SES</u>	<u>Leasehold</u>	<u>Windsor and Maidenhead</u>	<u>BK322881</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>53 Stonefield Park, Maidenhead, Berks SL6 6ES</u>	<u>Leasehold</u>	<u>Windsor and Maidenhead</u>	<u>BK322918</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>3 Shepperton Court, Shepperton Court Drive, Shepperton, Middlesex TW17 EEJ</u>	<u>Leasehold</u>	<u>Spelthorne, Surrey</u>	<u>SY649096</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>75 Euston Grove, Castlemans Way, Ringwood, Hants BH24 1FB</u>	<u>Leasehold</u>	<u>Hampshire</u>	<u>HP508295</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>79 Euston Grove, Castlemans Way, Ringwood, Hants BH24 1FB</u>	<u>Leasehold</u>	<u>Hampshire</u>	<u>HP508568</u>

<u>Company</u>	<u>Property</u>	<u>Title</u>	<u>County & District</u>	<u>Title No.</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>31 Horatio Drive, Warfield, Bracknell, Berks, TG 42 3TX</u>	<u>Leasehold</u>	<u>Berkshire</u>	<u>BK336351</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>69 Kingfisher Way, Brentfield Road, Neasden, London NW10 8TF</u>	<u>Leasehold</u>	<u>London</u>	<u>NGL 742074</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>77 Kingfisher Way, Brentfield Road, Neasden, London NW10 8TF</u>	<u>Leasehold</u>	<u>London</u>	<u>NGL742016</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>5, 3 Quays Walls, Berwick-upon-Tweed</u>	<u>Leasehold</u>	<u>Northumberland</u>	<u>ND84750</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>4 55/57 Whitworth Street, Granby Village, Manchester M1 3NT</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM635026</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>30 55/57 Whitworth Street, Granby Village, Manchester M1 3NT</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM636764</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>2 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM659396</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>4 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM658892</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>9 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM658896</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>10 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM669846</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>11 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM670060</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>14 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM677310</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>16 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM665281</u>
<u>Company</u>	<u>Property</u>	<u>Title</u>	<u>County & District</u>	<u>Title No.</u>

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<u>PCG Residential Lettings (No. 5) Limited</u>	<u>20 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM663462</u>
<u>PCG Residential Lettings (No. 5) Limited</u>	<u>30 Venice Court, Samuel Ogden Street, Manchester M1 7AX</u>	<u>Leasehold</u>	<u>Greater Manchester</u>	<u>GM658991</u>

T. M. M. M.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 157424

I hereby certify that a charge created by

NC (NORCITY-SECURED) LIMITED

on 29 OCTOBER 2001

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

was delivered pursuant to section 410 of the Companies Act, 1985,
on 7 NOVEMBER 2001

Given at Companies House, Edinburgh
9 NOVEMBER 2001



C O M P A N I E S H O U S E



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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: SC157424 CHARGE: 65

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
07/11/2001 GUARANTEE & DEBENTURE		29/10/01 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	LEGAL MORTGAGE OVER PROPERTY; FIXED CHARGES OVER ASSETS; FLOATING CHARGE OVER SAME	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

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: SC157424 CHARGE: 65

(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 <i>pari passu</i> 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 Commission Allowance or discount	Memoranda of Satisfaction	Name	Receiver 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						