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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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395

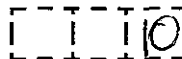
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03925327

Name of company

* Kempton Homes Limited (the "Borrower")

Date of creation of the charge

9 June 2006

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

1. All of the Borrower's obligations and liabilities to the Lender (as defined below) of any kind and in any currency (whether present or future, actual or contingent, as principal or surety or incurred alone or jointly with another) and to pay Interest on the amount demanded from the date of demand until payment to the Lender; and

2. The Expenses and Interest on each Expense from the date required by the Lender until payment to the Lender.

(together the "Obligations")

(all definitions are given at addendum 2 to this continuation sheet)

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

Newcastle Building Society (the "Lender") Portland House, New Bridge Street, Newcastle upon Tyne

Postcode NE1 8AL

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

Dickinson Dees
St Ann's Wharf
112 Quayside
Newcastle upon Tyne
NE99 1SB

For official Use (06/2005)

Mortgage Section

Post room



A46
COMPANIES HOUSE

AF7TEG11

546
23/06/2006

Time critical reference

SLF/NEW/1/1286 3544242

Short particulars of all the property mortgaged or charged

1. With full title guarantee by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Borrower, including the freehold property known as Park Hall, Thurloe Street, Rusholme, Manchester M14 5SG registered at HM Land Registry with title number GM533383;

(the "Property")

2. With full title guarantee by way of fixed charge:

2.1 all estates and interests in any other freehold and leasehold property in the future vested in or charged to the Borrower;

2.2 all the goodwill and uncalled capital of the Borrower, present and future;

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

[Signature]

Date

22/6/16

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

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

Name of company

*insert full name
of Company

* Kempton Homes Limited (the "Borrower")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

In this Form 395 the following expressions have the following meanings:

"Administrator" means an administrator appointed under the Insolvency Act 1986;

"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority;

"Expenses" means

(a) any charges which the Lender may from time to time charge to the Borrower in the ordinary course of the Lender's business in respect of the Obligations or any service provided by the Lender to the Borrower in accordance with the Lender's standard charges as published from time to time;

(b) any premiums (including those relating to insurance), costs, fees and expenses (including all fees and expenses of legal advisers and valuers) incurred from time to time by the Lender, Administrator or any Receiver under the Debenture and which are repayable by the Borrower;

(c) all expenses incurred by an Administrator of the Borrower in carrying out his statutory functions and that Administrator's remuneration;

(d) any premiums, costs, fees, charges and expenses incurred by the lender or any Receiver in connection with anything done to protect the security created by the Debenture, to exercise any of their powers or to obtain possession of or sell or deal with the Charged Property; and

(e) any costs or charges of the Lender in connection with the granting of any waiver, variation or consent sought by the Borrower and/or the approval of any insurance policy or other document required to be produced to the Borrower;

Together with value added tax upon such sums where appropriate;

"Interest" means interest at the highest rate from time to time agreed between the Lender and the Borrower;

"Lease" includes any tenancy, licence or agreement for or relating to occupation and any agreement for the same; and

"Receiver" means any person(s) appointed as receiver, administrative receiver, manager or receiver and manager and any person who is substituted for any such person;

Name of company

*insert full name
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Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

2.3 all shares, stock and other securities (whether certificated or uncertificated, represented as units of balance in an account within any clearing or settlement system) now and in the future belonging to the Borrower;

2.4 all choses in action, claims and intellectual property rights now and in the future belonging to the Borrower;

2.5 all book and other debts now and in the future owing to the Borrower or in which the Borrower is interested (and the proceeds thereof) and the benefit of all rights relating thereto;

2.6 all present and future bank accounts, cash at bank and credit balances of the Borrower with any person and all rights relating to or attaching to them;

2.7 all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Borrower including any such instruments which at any time have been deposited with the Lender (whether or not endorsed to the Lender);

3. With full title guarantee by way of assignment:

3.1 the benefit of all covenants and rights relating to the Property and the benefit of all easements serving or relating to the Property, subject to reassignment on redemption.

3.2 the proceeds of each policy of insurance now and in the future issued in relation to the Property and the other assets charged by the Debenture, subject to reassignment on redemption; and

4. by way of floating charge all the undertaking in all property, assets and rights of the Borrower, present and future and wherever situate, which are not from time to time subject to a mortgage, fixed charge or assignment under the Debenture.

(together the "Charged Property")

NB the Debenture contains a restriction to the effect that the Borrower will not without the Lender's prior written consent create or permit to arise or continue any Encumbrance affecting the Charged Property or increase or extend any liability of the Borrower secured on any of the Charged Property.

Company number

03925327

Name of company

*insert full name
of Company

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03925327

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th JUNE 2006 AND CREATED BY KEMPTON HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NEWCASTLE BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JUNE 2006.

Pangels



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES