



Particulars of a mortgage or charge

395

CHFP000

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

Please do not write in this margin

Pursuant to section 395 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

8

2992219

Name of Company

Kensington Mortgages Limited (the "Company")

\*insert full name of company

Date of creation of the charge

18 February 2008

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

A supplemental deed of charge (the "Supplemental Deed of Charge") dated 18 February 2008 made by the Company in favour of Barclays Bank plc in its capacity as security agent (the "Security Agent") being supplemental to a debenture (the "Debenture") dated 21 December 2007 and made by, inter alia, the Company in favour of the Security Agent

Amount secured by the mortgage or charge

All present and future moneys, debts and liabilities due, owing or incurred by an Infinity Obligor under or in connection with the Infinity Documents up to the Infinity Collateral Amount (the "Infinity Liabilities")
In this Form 395, unless otherwise defined, the terms used shall have the meanings given in the Schedule (Definitions) on the continuation sheet

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank plc whose principal address is 5 The North Colonnade, Canary Wharf, London
Postcode E14 5BB

Presentor's name address and reference (if any)

Linklaters LLP One Silk Street London EC2Y 8HQ Tel 020 74562000 Ref CSL/MRJD
Please return via London Courier

Time critical reference

For official Use Mortgage Section

MONDAY



\*LR4SIX15\* 25/02/2008 64 COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company with full title guarantee and as continuing security for the Infinity Liabilities has, by way of first fixed security, charged to the Security Agent all of its rights, title and interest in and to the Infinity Collateral Account

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)

N/A

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Signed

*Graham/CP*

Date 22 February 2008

On behalf of Kensington Mortgages Limited

**Note**

<sup>†</sup> Delete as appropriate

- 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, e.g. "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 including 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 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

Page 2

### The Schedule - Definitions

**"Infinity Borrower"** means Infinity Mortgage Operations Limited (company registration number 4937326)

**"Infinity Collateral Account"** means (a) the account set up in the name of the Company (account designation BB Re Kensington Mortgages Limited (Infinity Collateral) Current Account, sort code 20-19-90 and account number 30641944) and (b) the account set up in the name of the Company (account designation BB Re Kensington Mortgages Limited (Infinity Collateral) BPA, sort code 20-19-90 and account number 00174041), over each of which Barclays Bank plc has sole signing rights

**"Infinity Collateral Amount"** means an amount equal to the Infinity Debt at the relevant time

**"Infinity Debt"** means, at any time, an amount equal to all principal outstanding at such time to the Infinity Lender under the Infinity Facility Agreement (excluding any additional advances made by the Infinity Lender under the Infinity Facility Agreement after 18 February 2008) together with an amount in respect of interest which will be due and payable under the Infinity Facility Agreement on the next Infinity Payment Date

**"Infinity Documents"** means

- (a) the Infinity Facility Agreement,
- (b) the Infinity Security Agreements,
- (c) a cash management agreement dated 14 September 2007 between (inter alia) Lightyear Investments Limited, the Infinity Borrower and the Infinity Lender, and
- (d) a residuals account bank agreement dated 14 September 2007 between (inter alia) the Infinity Borrower, Lightyear Investments Limited and the Infinity Lender

**"Infinity Facility Agreement"** means a £6,405,000 credit facility entered into between the Infinity Borrower and the Infinity Lender dated 13 March 2007 (as in force at 18 February 2008)

**"Infinity Lender"** means Barclays Bank plc in its capacity as lender under the Infinity Facility Agreement

**"Infinity Obligors"** means the Infinity Borrower, Lightyear Investments Limited (with company registration number 6129766) and Infinity Mortgage Holdings Limited (with company registration number 5348849)

**"Infinity Payment Date"** has the meaning given to Payment Date in the Infinity Facility Agreement as in force at 18 February 2008

**"Infinity Security Agreements"** means

- (a) a security agreement dated 13 March 2007 between the Infinity Borrower and the Infinity Lender, as in force at 18 February 2008, and
- (b) a security agreement dated 13 March 2007 between Lightyear Investments Limited and the Infinity Lender, as in force at 18 February 2008



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

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

**COMPANY NO. 2992219  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED OF  
CHARGE DATED 18 FEBRUARY 2008 AND CREATED BY  
KENSINGTON MORTGAGES LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM AN INFINITY  
OBLIGOR TO BARCLAYS BANK PLC 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 25 FEBRUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 FEBRUARY  
2008

*Handwritten initials: dc*

