

# M

CHFP025

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in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

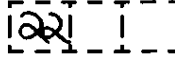
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



00148906

Name of company

\* The Papworth Trust (the "Trust")

Date of creation of the charge

23 July 2009

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

Fixed charge (the "Charge")

Amount secured by the mortgage or charge

All monies and liabilities, whether certain or contingent, which now or  
hereafter may be or become due and owing by the Trust to the Bank (the  
"Obligations").

The Trust acknowledges to the Bank the liability of the Trust with respect  
to the Obligations and further covenants with the Bank that it shall, on  
the Bank's demand, pay to the Bank all monies constituting the Obligations.

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

Barclays Bank Plc  
1 Churchill Place  
London

(the "Bank")

Postcode E14 5HP

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

Eversheds LLP  
1 Callaghan Square, Cardiff  
CF10 5BT

GUTTERN/C/051796-010873/5.NCO.N0049

Time critical reference

For official Use (02/06)  
Mortgage Section

WEDNESDAY



PC2

\*PA1GLBYA\*

29/07/2009

440

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. The Trust with full title guarantee hereby charges with the payment and discharge of the Obligations by way of first legal mortgage the Real Property.
2. The Trust with full title guarantee hereby assigns to the Bank the benefit to the Trust of all rights and claims to which the Trust is now or may hereafter become entitled in relation to the Real Property including in particular (but without prejudice to the generality of the foregoing) all rights and claims of the Trust against all persons who now are or who at any time have been or may become lessees of the whole of any part of the Real Property and all guarantors and sureties for the obligations of such persons.
3. The Trust agrees that the security granted by it in the Charge shall be a continuing security in favour of the Bank extending to all beneficial interests of the Trust in the assets hereby charged and to any proceeds of sale or other realisation thereof or of any part thereof.
4. The security from time to time constituted by or pursuant to the Charge shall:
  - i) be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Bank may at any time hold for any of the Obligations and it is hereby declared that no prior security held by the Bank over the Charged Property or any part thereof shall merge in the security created hereby or pursuant hereto; and
  - ii) remain in full force and effect as a continuing security until discharged by the Bank.

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legibly, preferably  
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bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed 

Date 24 July 2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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

\* The Papworth Trust (the "Trust")

## Addendum 1/4

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

For the purposes of this document, the following phrases shall have the meanings attributed to them below:

"Charged Property" means the property, assets and income of the Trust for the time being assigned or charged (whether by way of legal mortgage or fixed charge) to the Bank by or pursuant to the Charge and each and every part thereof;

"Real Property" means all estates and other interests in the following properties:

Title number	Office Copy address	Postal Address
EX706897	Chigwell House, 79 High Road, Chigwell IG7 6DS	7 - 19 (excluding 15) Bramble Close, Chigwell, Essex IG7 6DR
CB302023	Land to the south side of Jubilee End, Royston	12 Jubilee End, Steeple Morden, Royston, Hertfordshire, SG8 ONG
CB285423	Land on the north of Stretham Road, Wilburton, Ely	49A Stretham Road, Wilburton, Ely, Cambridgeshire, CB6 3RX
BD250548	38 Moor Lane, Bedford, MK42 9UR	38 Moor Lane, Bedford, Bedfordshire, MK42 9UR
CB32540	67 Pennine Way, Gunthorpe, Peterborough PE4 7TE	67 Pennine Way, Peterborough, Cambridgeshire, PE4 7TE
BD236232	4 parcels of land at Addington Way, Luton	3, 12, 26, 27, 28, 29, 30, 50, 51 Paisley Close, Luton, Bedfordshire, LU4 9GF
CB315048	39 Paynes Meadow, Linton, CB21 4JP	39 Paynes Meadow, Linton, Cambridge CB21 4JP
CB300939	Land on the north side of Oundle Road, Peterborough	23, 25, 27, 29, 31, 33 Oswald Road, Peterborough, PE2 9RY
CB322616	Flats 10-11, 15-19, 23 & 26 Bradbury Place, Huntingdon	10,11,15,16,18,19,23 & 26 Bradbury Place, Huntingdon, Cambridgeshire, PE29 3RS
BD251751	Land and buildings at the former Downlands Day Centre, 39b Leicester road, Luton LU4 8SF	1A,7,8,9,10A,10B,10C, 11A,11B,11C,11D Leicester Close, Luton, LU4 8SQ
CB294520	35-39 (odd) Knutsford Road, Bassingbourn SG8 5HR	35,37,39,41,43a-f Knutsford Road, Bassingbourn SG8 5HR
CB172307	21 Snoots Road, Whittlesey, PE7 1LA	21, (1) - (3) Snoots Road, Whittlesey, PE7 1LA
CB190011	35 Wood Street, Doddington, PE15 0SA	35, (1) - (6) Wood Street, Doddington, Cambridgeshire PE15 0SA
CB228946 and CB88579	1 Wood Street, Huntingdon, PE29 3QF	Flats 1-8 Freshfield House, 1 Wood Street, Huntingdon, Cambridgeshire, PE29 3QB
CB308418	Land at Ouse Walk, Huntingdon,	2,4,6,8,10,12,14 &16 Temple Place, Huntingdon, Cambridgeshire, PE29 3RT
SK234583	Land on the south side of Byron Road, Ipswich	58A, 58D1, 58D2 Byron Road, Ipswich, Suffolk, IP1 6JG and 19A Chaucer Road, Ipswich, Suffolk IP1 6JG

and all buildings, trade and other fixtures, fixed plant and machinery (excluding tenants fixtures and fittings) from time to time on any such property;

Name of company

\*insert full name  
of Company

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Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

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

**Restrictions on Other Securities**

1. The Trust shall not grant or permit to subsist any encumbrance over the Charged Property without the consent in writing of the Bank.

**Further Advances**

1. In the event that the Bank makes any further advance to the Trust, such advance will be deemed to be incorporated in the Charge as if set out therein.

2. The Trust shall from time to time, whenever requested by the Bank (acting reasonably) and at the Trust's cost, execute in favour of the Bank, or as it may direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each such case the Bank shall stipulate over the Trust's estate or interest in any property or assets of whatsoever nature or tenure and wheresoever situate for the purpose of more effectively providing security for the payment or discharge of the Obligations (in accordance with the terms of the Charge). Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges, or securities shall be in such form as shall be prepared on behalf of the Bank and may contain provisions such as are herein contained or provisions to the like effect and/or such other provisions of whatsoever kind as the Bank shall consider requisite for the improvement or perfection of the security constituted by or pursuant to the Charge.



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

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

**COMPANY NO. 148906  
CHARGE NO. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED CHARGE DATED 23 JULY  
2009 AND CREATED BY THE PAPWORTH TRUST FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 29 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JULY 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES