

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

395

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

307397

Name of company

* Mentmore Abbey plc (THE "COMPANY")

Date of creation of the charge

29 FEBRUARY 2000

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

Debenture dated 29 February 2000 (the "Debenture") between the Company and Barclays Bank PLC as trustee for the Beneficiaries under (and as defined in) the Trust Agreement (the "Trustee")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Company or by some other person) of the Obligors to the Finance Parties (or any of them) under each of the Finance Documents.

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

Barclays Bank PLC (as agent and trustee for each of the Finance Parties)
54 Lombard Street
London

Postcode EC3P 3AH

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

Clifford Chance Limited
Libility Partnership
200 Aldersgate Street
London
EC1A 4JJ

Ref: JWS/B4624/755/DNP

Time critical reference

For official Use
Mortgage Section

Post room



See attached schedule

Please do not
write in
this margin

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

London-3/363279/01

Particulars as to commission allowance or discount (note 3)

Nil

Signed Clifford Chance Limited Liability Partnership Date 14 March 2000

On behalf of [company] [mortgagee/chargee] †

A fee of £10 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 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

Schedule to Form 395 dated 14 March 2000

for Mentmore Abbey plc (registered in England and Wales number 307397)

1. SECURITY

1.1 Mortgage

Under the Debenture the Company has charged with full title guarantee in favour of the Trustee (as agent and trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property.

1.2 Assignment by way of Security

To the extent not validly and effectively charged by way of first legal mortgage under the Debenture as described in Clause 1.1 (*Mortgage*), the Company has, under the Debenture, assigned and agreed to assign absolutely with full title guarantee to the Trustee (as agent and trustee for the Finance Parties) (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been granted)), as security for the payment and discharge of the Secured Obligations, the benefit of all of its right, title and interest to, in and under all present and future:

1.2.1 Collateral agreements to Real Property: agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Agent to perfect its rights under the Debenture or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other document) entered into by or given to the Company in respect of the Real Property including all:

- (a) claims, remedies, awards or judgments paid or payable to the Company arising in respect thereof (including, without limitation, all liquidated and ascertained damages payable to the Company under the above); and
- (b) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any Fixture,

in each case, relating to all or any part of the Real Property other than (i) licences, leases or agreements to occupy, or (ii) rent income or similar sums or rights thereto, save as set out in Clause 1.5 (*Real Property*);

1.2.2 Licences: licences granted to the Company in respect of the Real Property held now or in the future in connection with the business carried on upon all or any part of the Real Property and also the right to recover and receive all compensation which may at any time become payable to the Company under the Licensing Act 1964; and

1.2.3 Insurance Policies: Insurance Policies and all proceeds paid or payable thereunder.

1.3 Fixed charges

To the extent not validly and effectively charged by way of first legal mortgage under the Debenture as described in Clause 1.1 (*Mortgage*) or effectively assigned under the Debenture as described in Clause 1.2 (*Assignment by way of Security*), the Company has, under the Debenture, charged with full title guarantee in favour of the Trustee (as agent and trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first fixed charge, all present and future assets which are specified in Clause 1.2 (*Assignment by way of security*) and are not capable of assignment.

1.4 Floating charge

Under the Debenture, the Company has charged with full title guarantee in favour of the Trustee (as agent and trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first floating charge all that heritable property of the Company physically situated on the Real Property in Scotland in favour of the Trustee (as agent and trustee for the Finance Parties) as security for the Secured Obligations.

1.5 Real Property

A reference in Clauses 1.1 (*Mortgage*), 1.2 (*Assignment by way of Security*) and 1.3 (*Fixed charges*) to a mortgage, assignment or charge of any freehold, heritable or leasehold property includes:

- 1.5.1 all buildings belonging to the Company and Fixtures on that property;
- 1.5.2 the entitlement to receive rent but only as to that amount arising in respect of the period after (but not before) a Receiver has been appointed under the Debenture and the proceeds of sale of any part of that building;
- 1.5.3 any agreement for sale or agreement for lease in relation to that property; and
- 1.5.4 the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any monies paid or payable in respect of those covenants.

2. DEFINED TERMS

2.1 In this form 395 the following terms have the following meanings:

Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement.

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

"Arranger" means Barclays Capital.

"Borrower" means the Original Borrower or an Additional Borrower.

"Charged Property" means each of:

- (a) freehold, heritable, leasehold and other real property specified in Schedule 8 of the Facility Agreement;
- (b) any other present or future freehold, heritable and leasehold property in which an Obligor has an interest which is charged to the Agent in accordance with Clause 21.12 (*New Charged Properties*) of the Facility Agreement,

but any such property will cease to be included in this definition to the extent only that an Obligor has disposed of such property, and that property is irrevocably released from the Security constituted under the Finance Documents, in each case in accordance with Clause 21.4 (*Disposals*) of the Facility Agreement.

"Facility Letter" means the facility agreement dated 28 February 2000 between the Parent, the Original Borrower, the Original Guarantors, the Arranger, the Original Lenders and the Agent.

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Parent and respectively, the Arranger, the Agent and each Lender setting out any of the fees referred to respectively in Clauses 11.2 (*Arrangement Fee*), 11.3 (*Agency Fees*) and 11.4 (*Participation Fees*) of the Facility Agreement.

"Finance Document" means the Facility Agreement, the Security Documents, any Fee Letter, any Accession Letter and any other document designated as such by the Agent and the Parent.

"Finance Party" means each of the Agent, the Arranger or a Lender.

"Fixture" means any fixture, fitting, fixed plant or machinery at any time situated on, or forming part of, the Real Property and belonging to the Company.

"Guarantor" means a Borrower, an Original Guarantor or an Additional Guarantor.

"Insurance Policy" means any policy of insurance or assurance in which the Company may at any time have an interest entered into in accordance with Clause 21.14 (*Insurance*) of the Facility Agreement to the extent that it relates to the Mortgaged Property.

"Lender" means:

- (a) any Original Lender; and

(b) any bank or financial institution which has become a Party in accordance with Clause 23 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

"Mortgaged Property" means the freehold and leasehold property specified in Schedule 1 (*Mortgaged Property*) of the Debenture.

"Obligor" means the Parent, a Borrower or a Guarantor.

"Original Borrower" means each of the Parent, Abbey Storage Limited (registered in England and Wales number 3146412), I-Mex Properties Limited (registered in England and Wales number 1931478) and Manor Credit Limited (registered in England and Wales number 2236520).

"Original Guarantors" means the Parent and each of the companies listed in Part I of Schedule 1 of the Facility Agreement.

"Original Lenders" means each of the Financial Institutions listed in Part II of Schedule 1 of the Facility Agreement.

"Parent" means Mentmore Abbey plc (registered in England and Wales number 307397).

"Party" means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees.

"Realisation Account" means an account maintained for the Company of the Agent in accordance with Clause 7.10.1 (*Contingency*) of the Debenture and includes any interest of the Company in any replacement account or sub-division or sub-account of any such account.

"Real Property" means, including as provided in Clause 2.4 (*Real Property*) of the Debenture the Mortgaged Property, unless, in each case, such property ceases to be a Charged Asset.

"Receiver" means a receiver or receiver and manager or an administration receiver as the Agent may specify at any time in the relevant appointment made under the Debenture, which term will include any appointee made under a joint and/or several appointment by the Agent.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Document" means each Charge, each Standard Security and each Supplemental Charge.

"Standard Security" means a Scottish standard security, in the agreed form granted or to be granted by an Obligor in favour of the Agent in respect of any Charged Property situated in Scotland.

"Supplemental Charge" means a supplemental fixed charge, in form and substance satisfactory to the Agent, entered or to be entered into by the Company in favour of the Agent and which is supplemental to the Debenture.

"Trust Agreement" means a trust agreement dated 28 February 2000 between, amongst others, the Company, the Beneficiaries and the Trustee.

"VAT" means value added, or any other form of goods and services, tax.

2.2 Terms defined elsewhere

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Facility Agreement.

3. ADDITIONAL INFORMATION

The Facility Agreement contains restrictions on the ability of the Company to create or permit to subsist other Security on the assets charged under the Debenture and to dispose or otherwise deal with such assets.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00307397

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th FEBRUARY 2000 AND CREATED BY MENTMORE ABBEY PLC FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES (WHETHER ACTUAL OR CONTINGENT, WHETHER OWED JOINTLY, SEVERALLY OR IN ANY OTHER CAPACITY WHATSOEVER AND WHETHER ORIGINALLY INCURRED BY THE COMPANY OR BY SOME OTHER PERSON) OF THE OBLIGORS (AS DEFINED) TO BARCLAYS BANK PLC (AS TRUSTEE FOR THE BENEFICIARIES UNDER (AND AS DEFINED IN) THE TRUST AGREEMENT (AS DEFINED)) (OR ANY OF THEM) UNDER EACH OF THE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th MARCH 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th MARCH 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

LC
Pam