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COMPANIES FORM No. 395

ALC 00 - 00400024

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.

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

CHFP025

To the Registrar of Companies

For official use

Company Number

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

*Insert full name of
company

2

1265480

Name of company

Trenport Investments Limited (the "Chargor").

Date of creation of the charge

30 October 2001

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

Supplemental Debenture (relating to a Deed of Debenture between the Chargor and The Royal Bank of Scotland plc dated 26 July 2001 (the "Debenture")) made between the Chargor and The Royal Bank of Scotland plc (the "Deed").

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of the Chargor to The Royal Bank of Scotland plc except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (the "Secured Liabilities").

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

The Royal Bank of Scotland plc acting through its office at 135 Bishopsgate, London EC2M 3UR (the "Bank").

Presentors name address and
reference (if any):

THEODORE GODDARD
BOX 500
21 BLOOMSBURY STREET
LONDON

Ref: N854/4919.188
ALD5/329629

For official use

Mortgage Section

Post room



LD4
COMPANIES HOUSE

0839
02/11/01

Time critical reference

1. MORTGAGE

1.1 Mortgage

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 1.2 of this Form 395, charged in favour of the Bank by way of first legal mortgage all of its right, title and interest in and to the Eurolink Property.

1.2 Title Guarantee

- (a) Every disposition effected by the Deed was made with full title guarantee.
- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions)

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Theodore Goddard

Date 1 November 2001

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

† 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 made payable to **Companies House**.

The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410
(Scot)

CHFP025

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

Company Number

1265480

Name of Company

Trenport Investments Limited

* delete if
inappropriate

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

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

Please do not write
in this binding
margin

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

**Please do not write
in this binding
margin**

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

2. Restriction on Dealings

In the Facility Agreement, the Chargor undertook not to create or permit to subsist any Security Interest on any of its assets except Permitted Security Interests.

3. Definitions

In this Form 395, the following words have the following meanings:

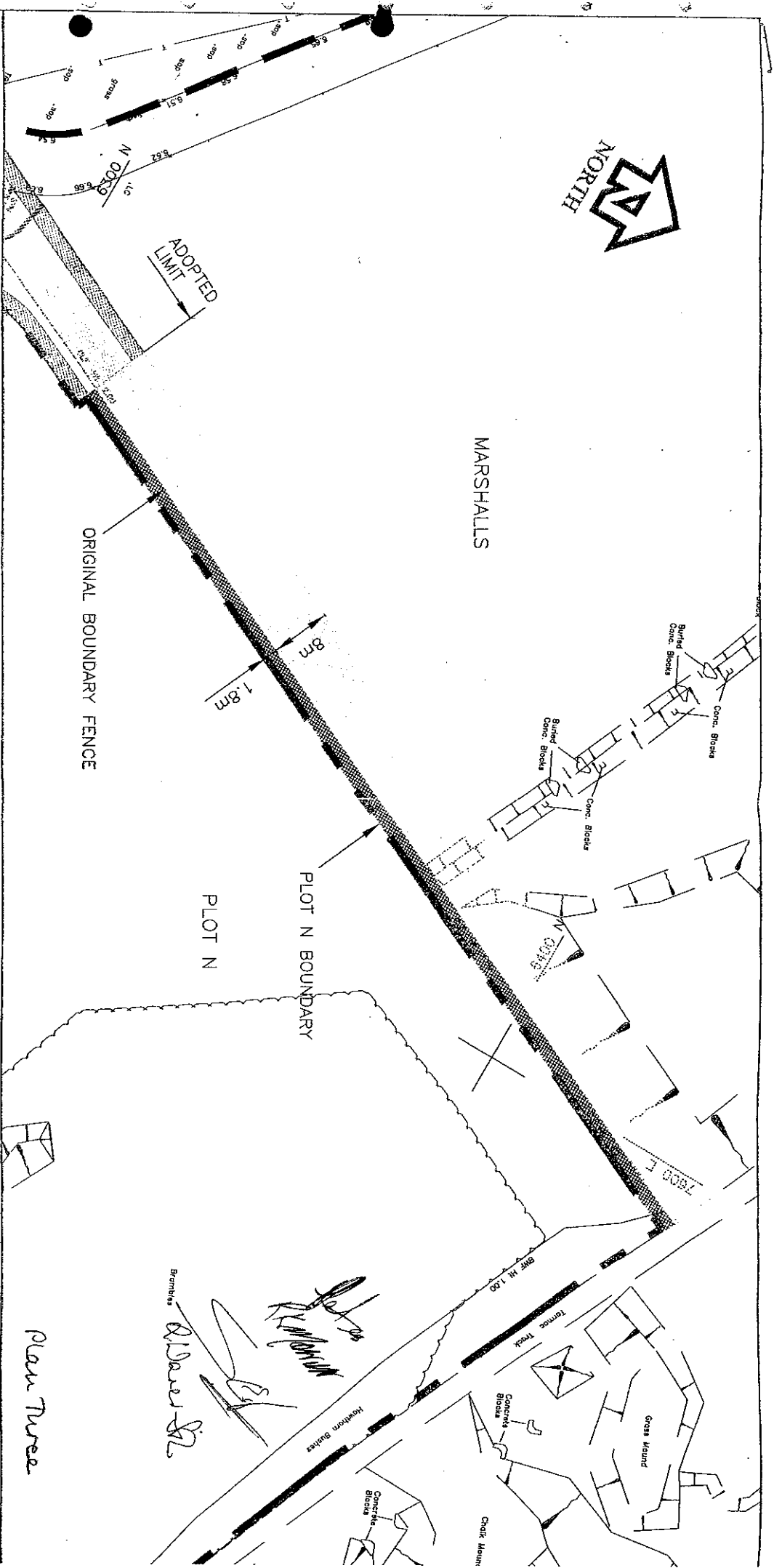
"Eurolink Property" means all that freehold property in the County of Kent known as part Eurolink III, Sittingbourne, shown edged red on the annexed Plan 1 (but excluding the property cross hatched blue on the annexed Plan 2) and being the whole of the properties registered with title numbers K811474 and K815812 and being part of the properties registered with title numbers K739726 and K777725.

"Facility Agreement" means the facility agreement dated 26 July 2001 between the Chargor and the Bank.

"Permitted Security Interest" is defined in the Facility Agreement.

"Security Interest" is defined in the Facility Agreement.

(Plan One and Plan Two are annexed to this Form 395)



FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01265480

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE (RELATING TO A DEED OF DEBENTURE DATED 26th JULY 2001) DATED THE 30th OCTOBER 2001 AND CREATED BY TRENPORT INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th NOVEMBER 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

LC
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