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COMPANIES FORM No. 395

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.

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

AIC 004 00024

CHFP025

To the Registrar of Companies

For official use

Company Number

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

3

1265480

Name of company

TRENTPORT INVESTMENTS LIMITED (the "Chargor")

*Insert full name of
company

Date of creation of the charge

16 July 2004

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

A supplemental legal mortgage between the Chargor and the Bank relating to a deed of debenture between the Chargor and the Bank dated 26 July 2001 (the "Supplemental Legal Mortgage") AND

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 Bank 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):

ADDLESHAW GODDARD
BOX 500
21 BLOOMSBURY STREET
LONDON WC1A 2L

Ref: 304919.1533
Doc: 4.239709.1

For official use

Mortgage Section

Post room



LD9
COMPANIES HOUSE

LWJX85

0215
30/07/04

Time critical reference

Short particulars of all the property mortgaged or charged

Mortgage

a) Mortgage

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 2.2 of the Supplemental Legal Mortgage, as referred to in paragraph (b) below of this Form 395, charged in favour of the Bank by way of first legal mortgage the property belonging to it and specified in Schedule 1 of this Form 395.

b) Title Guarantee

Every disposition effected by the Supplemental Legal Mortgage was made with full title guarantee.

The other terms of the Supplemental Legal Mortgage did not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but created separate and independent obligations having effect cumulatively with those implied covenants.

Particulars as to commission allowance or discount (note 3)

N/A

Signed Azizul Hossain Gokuldas Date 25 July 2004

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**.

(c) Negative pledge

The Chargor, pursuant to the terms of the Facility Agreement, agreed that it would not:

- (i) create or permit to subsist any Security Interest on any of its assets except Permitted Security Interests;
- (ii) either by a single transaction or by a series of transactions, whether related or not and whether voluntarily or involuntarily, sell, transfer or otherwise dispose of all or any part of a Principal Property except with the prior written consent of the Bank (which consent may be subject to such conditions and restrictions as the Bank may in its sole discretion specify).

(d) Further Assurances

The Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Bank or a Receiver may reasonably require for:

- (i) perfecting or protecting the security intended to be created by the Supplemental Legal Mortgage over the property belonging to it and specified in Schedule 1 to this Form 395; and
- (ii) (at any time after the security represented by the Supplemental Legal Mortgage has become enforceable) facilitating the realisation of the property belonging to it and specified in Schedule 1 to this Form 395 or the exercise of any right, power or discretion exercisable, by the Bank or any Receiver or any of its or their delegates or sub-delegates in respect of the property belonging to it and specified in Schedule 1 to this Form 395, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Bank or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Bank may think expedient.

Definitions

"Debenture" means the deed of debenture dated 26 July 2001 to be executed by the Chargor in favour of the Bank.

"Eurolink Property" means the real property known as Eurolink 3, Sittingbourne.

"Facility" means the term loan facility of £20,000,000 and the term loan facility of £10,600,000 each made available to the Chargor by way of a single standing advance.

"Facility Agreement" means the facility agreement dated 26 July 2001 (as amended from time to time including without limitation pursuant to an amendment agreement dated 16 July 2004) entered into between the Chargor and the Bank.

"Finance Documents" means the Facility Agreement, the Security Documents, the Subordination Deeds and any other documents relating to the Facility and designated as a Finance Document by the Bank.

"Permitted Security Interests" means:

- (a) any Security Interest in favour of a tenant in respect of rent deposits held in accordance with contracts entered into in the normal course of business;
- (b) any Security Interest arising by operation of law in the normal course of business or through retention of title clauses in suppliers' standard terms and conditions of business in respect of contracts entered into in the normal course of business;
- (c) any Security Interest where the relevant holder has first entered into a deed of subordination and priority with the Bank on terms satisfactory to the Bank;

(d) any Security Interest comprised in the Finance Documents; and

(e) the charge dated 27 November 1997 in favour of the Urban Regeneration Agency (known as English Partnerships) in respect of the Eurolink Property, which is to be released on completion of the acquisition of such property.

"Principal Properties" means:

- (i) **"East Hall Property"** means all that freehold land and buildings known as East Hall Farm, Sittingbourne, Kent registered at H.M. Land Registry under title number K826779 and comprising firstly all that land more particularly described in a transfer dated 1 February 2001 between Blue Circle Industries plc (1) and Witte Investments Limited (2) and shown edged yellow on the plan attached to that transfer and secondly all that land more particularly described in a transfer dated 1 February 2001 between Blue Circle Industries plc (1) and Ranworth Limited (2) and shown edged pink on the plan attached to that transfer and all the freehold land known as Meeres Court Lane and East Hall Farm Sittingbourne Kent registered at H.M. Land Registry under title number K867659; and
- (ii) **"Peter's Pit Property"** means all that freehold land known as Peter Pit, Medway Valley, East Bank, Kent comprising part of the land included in a transfer dated 26 July 2001 between Blue Circle Industries plc (1) and Trenport Investments Limited (2) as registered at H.M. Land Registry under title numbers K830709 and K830710 (which we understand is to be closed and changed to K859495) and the area of land currently subject to an application for registration evidenced by Statutory Declaration of the 11 July 2001 by Mark Heeley to be registered (if the application is successful) under title number K871868.

"Receiver" means a receiver and manager or (if the Bank so specifies in the relevant appointment) a receiver, in either case, appointed under the Supplemental Legal Mortgage or pursuant to any statute.

"Security Documents" means the Debenture, the Share Mortgage and/or any other document guaranteeing, or conferring or evidencing security for, any of the Chargor's indebtedness or other obligations to the Bank under the Finance Documents at any time.

"Security Interest" means any encumbrance or other arrangement having the effect of conferring security.

"Share Mortgage" means the mortgage of shares in the Chargor granted or to be granted in favour of the Bank by Ellerman Investments Limited.

"Subordination Deed" means any agreement or deed pursuant to which the claims of any Subordinated Lender against the Chargor are subordinated to the claims of the Bank against the Chargor (and the **"Subordination Deeds"** shall be construed accordingly).

"Subordinated Lender" means any subordinated lender party to any loan contemplated in Clause 15.9(b)(iii) of the Facility Agreement (and **"Subordinated Lenders"** shall be construed accordingly).

Schedule 1

Mortgaged Property

All that freehold land being track at Ranscombe Farm as registered at H M Land Registry with title absolute under title number K866593 and all that freehold land lying to the North East of Bush Road Cuxton as registered at H M Land Registry with title absolute under title number K826504.

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 LEGAL MORTGAGE RELATING TO A DEED OF DEBENTURE DATED 26 JULY 2001 AND DATED THE 16th JULY 2004 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 30th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th AUGUST 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

LC
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