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## COMPANIES FORM No 395

### Particulars of a mortgage or charge

# 395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the 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

02616459

Name of Company

\* Chelsfield Property Investments Limited

Date of creation of the charge

05/09/02

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

Fixed Security Document (the "Security Document")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

Barclays Bank PLC (the "Security Trustee")

54 Lombard Street

London

Postcode

EC3P 3AH

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

Linklaters  
One Silk Street  
London EC2Y 8HQ  
Tel: 020 7456 2000

**Please return  
via  
CH London Counter**

Ref: GDM

Time critical reference

For official Use  
Mortgage Section

Post room



LD6  
COMPANIES HOUSE

0009  
09/09/02

Please do not write  
in this margin  
Please complete  
legibly, preferably  
in black type or  
bold block lettering

\*insert full name of  
company

11/11/11 11:11

11/11/11 11:11

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)

NIL

Signed *directors*

Date *06/09/02*

On behalf of chargee

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

**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, 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 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

Name of Company

Chelsfield Property Investments Limited

Company Number

02616459

**Amount secured by the mortgage or charge**

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

### Amount secured by the mortgage or charge

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of it or any other Guarantor), charges in favour of the Security Trustee (as trustee for the Finance Parties):

- 1 **Present Property:** by way of first legal mortgage, the Property.
- 2 **Other Assets:** by way of first fixed charge all its present and future interest in:
  - 2.1 its Rent Account; and
  - 2.2 any rental guarantees that form part of any leases in relation to the Property.

The Company, with full title guarantee, hereby assigns absolutely to the Security Trustee all its present and future:

- 1 **Assigned Contracts:** right, title and interest in and to the Assigned Contracts to the extent that such interest is capable of being assigned, including all moneys payable to the Company, and any claims, awards and judgments in favour of, receivable or received by the Company, under or in connection with or pursuant to the Assigned Contracts;
- 2 **Property:** rights in relation to the Property to the extent that such interest is capable of being assigned (except those charged by Clauses 3(a) and (b) (*Fixed Charges*) of the Security Document), including all rights against all past, present and future undertenants of the Property and their respective guarantors and sureties;
- 3 **Insurances:** right, title and interest (if any) as co-insured in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of Insurances).

Note (1): The Security Document provides that:

**Security:** Except as permitted by clause 20.9 (*Negative Pledge*) of the Facility Agreement, the Company shall not create or permit to subsist any Security over the Charged Assets.

**Disposal:** The Company shall not (nor shall the Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets except as permitted by clause 20.12 (*Disposals*) of the Facility Agreement.

Note (2): In this Form, except to the extent that the context requires otherwise:

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

**"Agent"** means Barclays Bank PLC in its capacity as agent under the Facility Agreement.

**"Arranger"** means Barclays Capital in its capacity as arranger under the Facility Agreement.

**"assets"** of any person means all or any part of its business, undertaking, property, assets, revenues, rights and uncalled capital, wherever located.

**"Assigned Contracts"** means each lease document.

**"Borrower"** means Chelsfield plc in its capacity as Borrower under the Facility Agreement.

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

## Amount secured by the mortgage or charge

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

**"Chargor"** means the Company.

**"Counterparty"** means Barclays Bank PLC in its capacity as counterparty under the Facility Agreement.

**"Default"** means an Event of Default or any event or circumstance specified in clause 22 (*Events of Default*) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

any **"document"** (including the Security Document) is a reference to that document as from time to time amended, supplemented, novated, restated or replaced and includes a reference to any document which amends, supplements, novates, restates, replaces or is entered into, made or given under or in accordance with any of the terms of, that document.

**"Enforcement Event"** means on and at any time after the occurrence of an Event of Default and for so long as the Event of Default remains unremedied or unwaived.

**"Event of Default"** means any event or circumstance specified as such in Clause 22 (*Events of Default*) of the Facility Agreement.

**"Facility Agreement"** means the facility agreement dated 9 October 2001 between Chelsfield plc as Borrower, the Guarantors named in that agreement, Barclays Capital as Arranger, the Lenders named in that agreement, Barclays Bank PLC as Agent and Barclays Bank PLC as Security Trustee.

**"Facility Lender"** means:

- (a) any Original Facility Lender; and
- (b) any bank or financial institution trust fund or other entity 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 the Facility Agreement.

**"Finance Document"** means the Facility Agreement, the Security Document, the other documents designated as such in Clause 1 (*Definitions and interpretation*) of the Facility Agreement and any other document designated as such by the Agent and the Company.

**"Finance Party"** means the Agent, the Counterparty, the Arranger or a Lender.

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

**"Guarantors"** means the companies listed in Part 1 of Schedule 1 to the Facility Agreement and any Additional Guarantor.

**"Insurances"** means all contracts and policies of insurance of any kind in respect of the Property at the date of the Security Document or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest.

**"Lender"** means any Facility Lender or any Short Term Lender.

Name of Company

Chelsfield Property Investments Limited

Company Number

02616459

## **Amount secured by the mortgage or charge**

**"Original Facility Lenders"** means Barclays Bank PLC, Halifax plc and Landesbank Hessen-Thüringen Girozentrale.

**"Party"** means a party to the Facility Agreement.

**"person"** includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality).

**"Property"** means the freehold property (including all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) whose address is 185 Park Street, Southwark, SE1 9DY with title numbers TGL101402.

**"Rent Account"** means any account maintained by the Company in accordance with Clause 12.1 (*Designation of Accounts*) of the Facility Agreement and includes any interest of the Company in any replacement account or sub-division of that account.

**"rights"** includes rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever).

**"Security"** includes any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect (and **"secured"** shall be construed accordingly).

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02616459

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED SECURITY DOCUMENT DATED THE 5th SEPTEMBER 2002 AND CREATED BY CHELSFIELD PROPERTY INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC (AS THE SECURITY TRUSTEE) 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 9th SEPTEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th SEPTEMBER 2002 .



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —