

# M

COMPANIES FORM No. 395

AC/00400024/13

# 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  
black lettering

\*Insert full name of  
company

Name of company

TRENPORT (PETERS VILLAGE) LIMITED (the "Chargor")

Date of creation of the charge

19 July 2005

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

A supplemental legal mortgage between the Chargor and the Bank and Trenport relating to a deed of debenture between the Chargor, the Bank and Trenport (East Hall Park) Limited ("TEHP") dated 29 July 2002 (the "**Supplemental Legal Mortgage**")

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, TEHP and Trenport Investments Limited (the "**Borrower**") 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

MUMFP/304919.1731  
5-24828-1

For official use

Mortgage Section

Post room



LD3  
COMPANIES HOUSE

\*L38F67HS\*

0351  
02/08/05

Short particulars of all the property mortgaged or charged

**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 2.2 of the Supplemental Legal Mortgage, as referred to in paragraph 1.2 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 to this Form 395.

**1.2 Title Guarantee**

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

(b) 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 which had effect cumulatively with those implied covenants.

**Particulars as to commission allowance or discount (note 3)**

N/A

Signed Addleshan J. ddard Date 2<sup>nd</sup> Aug -st 2005

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**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

**2 NEGATIVE PLEDGE**

The Chargor agreed that it would not create or permit to subsist any Security Interest on any of its assets except Permitted Security Interests.

**3 FURTHER ASSURANCES**

The Chargor agreed that it 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 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.

**4 DEFINITIONS**

**"Countryside"** means Countryside Properties plc, incorporated under the laws of England and Wales with registration number 614864.

**"Countryside Legal Charge"** means:

- (a) the legal charge relating to the Countryside Property entered or to be entered into between Countryside and TEHP in substantially the form specified in Appendix 4 to the Countryside Sale Agreement (but with such necessary amendments as the Bank may require (acting reasonably) for the purpose of ensuring consistency with the applicable transaction); and
- (b) any legal charge granted by a transferee (direct or indirect) of Countryside in favour of TEHP pursuant to the applicable provisions of the Countryside Sale Agreement in substantially the form specified in Appendix 4 to the Countryside Sale Agreement (but with such necessary amendments as the Bank may require (acting reasonably) for the purpose of ensuring consistency with the applicable transaction).

**"Countryside Property"** means the Property set out at paragraph 1 of Schedule 2 of the Facility Agreement and Schedule 2 of this form 395.

**"Countryside Sale Agreement"** means the agreement dated 12 January 2005 and made between Countryside, TEHP and the Borrower relating to the sale of the Countryside Property.

**"Countryside Sale Agreement Assignment"** means:

- (c) the security assignment relating to the Countryside Sale Agreement entered or to be entered into between TEHP and the Bank; and
- (d) each security assignment granted by TEHP in favour of the Bank pursuant to Clause 15.30(c) of the Facility Agreement

being in each case in substantially the form specified in Schedule 5 of the Facility Agreement (but with such necessary amendments as the Bank may require (acting reasonably) for the

purpose of ensuring consistency with the applicable transaction).

**"Debenture"** means the deed of debenture dated 29 July 2002 made between the Chargor, TEPH and the Bank.

**"Facility"** means the term loan facility of £20,000,000 and the guarantee facility of £735,000 each made available to the Borrower.

**"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 and an amendment agreement dated 19 July 2005) entered into between inter alia the Borrower and the Bank.

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

**"Obligors"** means:

- (e) the Borrower;
- (f) TEPH
- (g) the Chargor; and
- (h) any other person entering into a Security Document in favour of the Bank or otherwise provides a guarantee or security for any of the Borrower's indebtedness to the Bank,

and **"Obligor"** shall mean any of them.

**"Permitted Security Interest"** means:

- (i) 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;
- (j) 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;
- (k) 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;
- (l) any Security Interest comprised in the Finance Documents.

**"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 Countryside Sale Agreement Assignment, each Countryside Legal Charge, and/or any other document guaranteeing, or conferring or evidencing security for, any of the Borrower'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.

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

accordingly).

**"Subordination Deed"** means:

- (a) the subordination deed entered or to be entered into between the Borrower, Ellerman Investments Limited and the Bank; and
- (b) any other agreement or deed pursuant to which the claims of any Subordinated Lender against an Obligor are subordinated to the claims of the Bank against such Obligor (and **"Subordination Deeds"** shall be construed accordingly).

#### **Schedule 1**

##### **Mortgaged Property**

All that freehold land known as land to the south of Knowle Road, Woodham, Rochester registered under Title Number K234487, and as land to the south west of Knowle Road, Woodham, Rochester registered under Title Numbers K525360 and K776096.

#### **Schedule 2**

##### **Countryside Property**

That part of the freehold land being land and buildings known as East Hall Farm, Sittingbourne registered under Title Number K826779 and roads known as Meeres Court Lane and East Hall Lane, Sittingbourne registered under Title Number K867659 being land under contract to be sold to Countryside Properties plc under an Agreement dated 12 January 2005 between Trenport (East Hall Park) Limited (1) Countryside Properties plc (2) and Trenport Investments Limited (3) described therein as the "Residential Land" and shown for the purposes of identification only edged red on Plan 1 annexed to the Countryside Sale Agreement.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04187596

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL MORTGAGE DATED THE 19th JULY 2005 AND CREATED BY TRENPORT (PETERS VILLAGE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY, TEHP AND TRENPORT INVESTMENTS LIMITED 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 AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th AUGUST 2005.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —