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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

*This was rejected in error on 31/7/02 - MJD*

To the Registrar of Companies

For official use

Company Number

4187596

Name of company

Trenport (Peters Village) Limited (the "Company")

Date of creation of the charge

29 July 2002

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

Deed of Debenture (the "Deed") between the Company and others and the Bank (as defined below)

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 each Chargor and 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, 135 Bishopsgate, London EC2M 3UR (the "Bank").

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

THEODORE GODDARD  
BOX 500  
21 BLOOMSBURY STREET  
LONDON

Ref: 772/4919.188  
ALD7/34734

For official use

Mortgage

PMO  
COMPANIES HOUSE  
COMPANIES HOUSE  
LD2  
COMPANIES HOUSE  
\*P9QA000Y\*  
0064  
31/7/02  
13/08/02  
\*LFS2HCYY\*  
0831  
31/07/02

Time critical reference

Short particulars of all the property mortgaged or charged:

**1. FIXED SECURITY**

**1.1 Creation**

The Company, as security for the payment and performance of the Secured Liabilities and in the manner specified in Paragraph 1.2 of this Form 395:

- (a) charged in favour of the Bank by way of a first legal mortgage the property belonging to it and described in the Schedule to this Form 395; and
- (b) charged in favour of the Bank by way of a first fixed charge:
  - (i) (to the extent that they are not within paragraph 1.1(a) above) all interests in the Mortgaged Property;

Particulars as to commission allowance or discount (note 3)

N/A

Signed Theodore Goddard Date 29 July 2002

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:-

# Particulars of a mortgage or charge (continued)

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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

4187596

Name of Company

**Trenport (Peters Village) Limited**

\* delete if  
inappropriate

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

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

Please complete  
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black type, or bold  
block lettering

- (ii) all of its rights and benefit under any agreement relating to the acquisition of the Mortgaged Property by it or for it and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents at the date of the Deed or thereafter in existence in relation to the Mortgaged Property;
  - (iii) all plant and machinery belonging to it and its interest in any plant or machinery in its possession and in all Fixtures;
  - (iv) *all of its benefits, claims and returns of premiums in respect of the Insurances;*
  - (v) its rights under any appointment of a managing agent of the Mortgaged Property or any Premises;
  - (vi) all moneys standing to the credit of any account (including the Security Accounts and notwithstanding that the existence of such an account may be in breach of the Deed) with any person and the debts represented by them;
  - (vii) its goodwill and its uncalled capital;
  - (viii) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to the Company;
  - (ix) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 1.1(b)(viii) above;
  - (x) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
  - (xi) the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to it against such persons;
  - (xii) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (*including, without limitation, designs relating to any construction works on any Mortgaged Property*) and any other similar intellectual property assets or rights; and
- (c) mortgaged and charged and agreed to mortgage and charge to the Bank all Group Shares held at the date of the Deed or thereafter by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and
- (d) mortgaged and charged and agreed to mortgage and charge to the Bank all the Related Rights accruing to all or any of the Group Shares held at the date of the Deed or thereafter by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No. 2  
to Form No 395 and 410  
(Scot)

CHFP025

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bold block lettering

Company Number

4187596

Name of Company

**Trenport (Peters Village) 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)

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

Please complete  
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block lettering

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

## **2. FLOATING CHARGE**

The Company as security for the payment and performance of the Secured Liabilities and in the manner specified in Paragraph 1.2 of this Form 395 charged in favour of the Bank by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge as described in Paragraph 1 above.

## **3. NEGATIVE PLEDGE**

In the Deed the Company agreed that it would not create or permit to subsist any Security Interest on any of its assets except Permitted Security Interests.

## **4. DEFINITIONS**

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

**"Borrower"** means Trenport Investments Limited (Registered in England and Wales No. 1265480).

**"Chargors"** means the Company and each other company identified in Schedule 1 to the Deed together with each person which becomes a party to the Deed by executing a Deed of Accession (as defined in the Deed).

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

**"Fixtures"** means all fixtures and fittings (including those of trade) and fixed plant and machinery on the Mortgaged Property.

**"Group Shares"** means all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments at the date of the Deed or thereafter owned by the Company from time to time.

**"Insurances"** means all contracts and policies of insurance taken out by or for the Company or in which the Company has an interest (to the extent of that interest).

**"Mortgaged Property"** means the freehold or leasehold property described in the Schedule to this Form 395.

**"Premises"** means any building or other edifice on the Mortgaged Property or other Security Asset.

**"Permitted Security Interests"** is defined in the Facility Agreement.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 3  
to Form No 395 and 410  
(Scot)

CHFP025

Please complete  
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Company Number

4187596

Name of Company

**Trenport (Peters Village) 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)

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

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**"Related Rights"** means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Deed on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares.

**"Security Account"** means any account established or maintained in the name of the Company.

**"Security Assets"** means all assets of the Company the subject of any security created by the Deed (and includes the Mortgaged Property).

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

### **SCHEDULE**

#### **Mortgaged Property**

1. **East Hall Farm, Sittingbourne, Kent**

All that freehold land and buildings known as East Hall Farm, Sittingbourne, Kent 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 as registered at HM Land Registry under provisional title numbers K826779 and K830709.

2. **Peter's Pitt**

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 2002 between Blue Circle Industries plc (1) and Trenport Investments Limited (2) being more particularly shown edged red on the annexed plan and as registered at HM Land Registry under provisional title number K830710.

**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 DEED OF DEBENTURE DATED THE 29th JULY 2002 AND CREATED BY TRENPORT (PETERS VILLAGE) LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES WHATSOEVER DUE OR TO BECOME DUE FROM EACH CHARGOR AND TRENPORT INVESTMENTS LIMITED (THE "BORROWER") 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 31st JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th AUGUST 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —