

# M

## COMPANIES FORM No. 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

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

1113

4252744

Name of company

\* TS4i (Process Utilities 1) Limited (the **Mortgagor**)

Date of creation of the charge

20 March 2002

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

Mortgage dated 20 March 2002 (the **Mortgage**) between the Mortgagor and Royal Bank Leasing Limited (the **Lender**)

Amount secured by the mortgage or charge

All obligations (whether actual, contingent, whether existing on 20 March 2002 or thereafter arising whether or not for the payment of money and including, without limitation all moneys, debts, liabilities and all obligations and liabilities to pay damages) which on 20 March 2002 or which at any time and from time to time thereafter may be or become due (for performance or payment) owing, payable or to be expressed to be due, owing, payable or incurred from or by the Mortgagor to the Lender under or in connection with the Loan Agreement (other than any Limited Recourse Amount) together with interest and other bank charges so that interest shall be calculated and compounded in accordance with the practice of the Lender from time to time (as well after as before any demand made or judgment obtained hereunder) (the **Secured Liabilities**)

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

Royal Bank Leasing Limited with registered number 58013 with its registered office at 42 St. Andrew Square, Edinburgh

Postcode EH2 2YE

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

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

RB/MJH/57981.01815/5715747

Time critical reference

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

0349  
28/03/02

5715747

Please return  
via  
CH London Counter

Short particulars of all the property mortgaged or charged

The equipment as listed below (the "Equipment") and all Insurances.

Asset	Asset Location	Manufacturer	Quantity
Chimney	External to Boiler Area	Selkirk	1
Steam Boilers	Boiler Area	Wellman Robey	2
Heat Recovery System	Boiler Area	Gestra	n/a
Water Treatment System	Boiler Area	Lubron	1
Water Treatment System	Boiler Area	Lubron	1
Compressed Air Plant	Compressor Room on Ground and First Floors	AE & Industrial Air Equipment	3

...cont.

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

*Denton Wile Septe*

Date *28 March 2002*

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

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

† 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 to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

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**Particulars of a mortgage or charge  
(continued)**Please do not  
write in this  
binding marginContinuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company Number

4252744

Name of Company

TS4i (Process Utilities 1) Limited (the **Mortgagor**)

Limited\*

\* delete if  
inappropriate

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

Please complete  
legibly, preferably  
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Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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bold block lettering

Asset	Asset Location	Manufacturer	Quantity
Compressed Air Plant	Compressor Room on First Floor	AE & Industrial Air Equipment	3
Compressed Air Plant	Compressor Room on First Floor	AE & Industrial Air Equipment	1
Steam Distribution Expansion Control	Boiler Area	Engineering Appliances	2
Heat Pump	Control Room	Mitsubishi	1
Refrigeration Plant	Refrigeration Area	GEA Grenco UK Ltd	3
Refrigeration Plant	Refrigeration Area	GEA Grenco UK Ltd	2
Refrigeration Plant	Refrigeration Area	GEA Grenco UK Ltd	1
Refrigeration Plant	Refrigeration Area	GEA Grenco UK Ltd	3
Refrigeration Plant	Refrigeration Area	GEA Grenco UK Ltd	2
Refrigeration Plant	Refrigeration Area	GEA Grenco UK Ltd	3
Chilled Water Pumps	Refrigeration Area	KSB	3
Building Management System	Satchwell Control Systems	n/a	n/a
HV Switchpanel	Electrical Switch Room	Group Schneider	1
Transformers	External to Electrical Switch Room	South Wales	2
LV Switchpanel	Electrical Switch Room	Group Schneider	1
Fire Detection and Alarm System	All Areas	ADT	1
Electrical Power Distribution Boards	All Areas	Group Schneider	3

Note: The Mortgagor has covenanted within the Mortgage that it will not, nor will it agree to (other than pursuant to the Financing Documents):

(a) sell, assign or transfer title to any part of the Mortgaged Property;

(b) lease, hire, dispose of, or otherwise part with the possession (except in accordance with the terms of the Underlying Agreement or in the ordinary course of maintenance) or operational control of any part of the Mortgaged Property or any interest therein; nor

(c) create nor allow to arise, any Encumbrance over any part of the Mortgaged Property.

Please complete  
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## Particulars of a mortgage or charge (continued)

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Continuation sheet No \_\_\_\_\_  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please complete  
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Definitions:

**Atkins Assignment** means the assignment by way of security dated 20 March 2002 made between WS Atkins and the Mortgagor in respect of the Shepherd Contracts.

**Atkins Contracts** means the Operation and Maintenance Contract, Construction Contract and the Atkins Assignment.

**Construction Contract** means the agreement dated 20 March 2002 and made between the Mortgagor and WS Atkins for the construction of the Energy Centre.

**Customer** means United Milk Plc.

**Debenture** means the debenture dated 20 March 2002 and given by the Mortgagor in favour of the Lender.

**Direct Agreement** means the agreement dated 20 March 2002 made between the Mortgagor, the Lender and the Customer.

**Encumbrance** means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Mortgagor (as borrower).

**Energy Centre** means the plant to be constructed by Shepherd at North Acre Industrial Park, Storridge Road, Westbury, Wiltshire.

**Energy Centre Purchase Contract** means the agreement dated 20 March 2002 and made between WS Atkins and Shepherd for the purchase of the Energy Centre.

**Financing Documents** means the Loan Agreement, the Security Documents, the Projects Contracts and the Direct Agreement.

**Guarantee** means the guarantee dated 20 March 2002 and given by the Guarantor in favour of WS Atkins.

**Guarantor** means Shepherd Building Group Limited.

**Insurances** means all insurances effected by the Mortgagor in accordance with Clause 4.2(ii) of the Mortgage and includes (a) all policies and contracts of insurance effected by the Mortgagor together with all cover notes and slips (b) all the rights of the Mortgagor thereunder and (c) all claims and moneys payable thereunder.

Please complete  
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**Lease** means the lease agreement dated 20 March 2002 and made between the Customer and the Mortgagor.

**Limited Recourse Amount** means any amount payable by the Mortgagor (as borrower) and referred to in Clause 7.2 of the Loan Agreement in respect of which (taking into account Clause 7.3 of the Loan Agreement) the Lender does not have full recourse to the Mortgagor (as borrower) and its assets.

**Liquidity Reserve Agreement** means the agreement dated 20 March 2002 and made between the Mortgagor, the Customer and the Governor and Company of the Bank of Scotland.

**Liquidity Reserve Charge** means the Assignment of Liquidity Reserve dated 20 March 2002 and made between the Customer and the Mortgagor.

**Loan Agreement** means the agreement dated 20 March 2002 between the Mortgagor and the Lender in respect of the Sterling term loan facility of £6.7 million.

**Mortgaged Property** means the Mortgagor's right, title and interest in the Equipment, the Insurances and all other property from time to time brought into mortgage (whether legal or equitable) under the Mortgage; and

**Operation and Maintenance Contract** means the agreement dated 20 March 2002 and made between the Mortgagor and WS Atkins for the operation and maintenance of the Energy Centre.

**Project Contracts** means the Atkins Contracts, the Underlying Agreement, the Lease, the Liquidity Reserve Agreement, the Liquidity Reserve Charge and the Shepherd Contracts.

**Security Assignment** means the assignment by way of security, dated 20 March 2002 by the Mortgagor to the Lender, of its rights in the Project Contracts.

**Security Documents** means the Debenture, the Mortgage and the Security Assignment and any other guarantee or document creating, evidencing or acknowledging security in respect of any of the obligations and liabilities of the Mortgagor under any Financing Document together with any notices to be given pursuant thereto.

**Shepherd Contracts** means the Energy Centre Purchase Contract and the Guarantee.

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No \_\_\_\_\_  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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**Shepherd** means Shepherd Construction Limited.

**Underlying Agreement** means the agreement dated 20 March 2002 relating to the Energy Centre and made between the Mortgagor and the Customer.

**WS Atkins** means WS Atkins Consultants Limited of Woodcote Grove, Ashley Road, Epsom, Surrey KT15 JBW.

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



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04252744

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DATED THE 20th MARCH 2002 AND CREATED BY TS4I (PROCESS UTILITIES 1) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ROYAL BANK LEASING LIMITED 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 28th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd APRIL 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*Bee*