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## 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

4274413

Name of company

\* South Aylesford Retail Park (Nominee No.2) Limited (the "Mortgagor")

Date of creation of the charge

03 January 2002

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

(A deed of) legal charge between (1) the Mortgagor and (2) the Agent (the "Deed").

Amount secured by the mortgage or charge

All the Mortgagor's liabilities to the Finance Parties of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another) together with Interest and Expenses (the "Mortgagor's Obligations").

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

The Royal Bank of Scotland plc as agent for the Banks and as security trustee for the Finance Parties (the "Agent")  
36 St Andrew Square  
Edinburgh

Postcode EH2 2YB

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

SJ Berwin  
222 Gray's Inn Road  
London  
WC1X 8XF

REF: 768/R757.53/CP2:75621.1

Time critical reference

For official Use  
Mortgage Section

Post room



A46  
COMPANIES HOUSE

0183  
21/01/02

CHFP025

Please do not write in this margin

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

\*insert full name of Company

As a continuing security for the discharge on demand of the Mortgagor's Obligations when the Mortgagor's Obligations become due and with full title guarantee, the Mortgagor charges to the Agent:

- (a) by way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale);
- (b) by way of fixed charge all the plant, machinery and fixtures and fittings of the Mortgagor now and in the future at the Property;
- (c) by way of fixed charge all furniture, furnishings, equipment, tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business; and
- (d) by way of fixed charge the Goodwill and the proceeds of any insurance from time to time affecting the Property or the Charged Assets.

(see 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)

N/A

Signed

SJ Berwin

Date

17/01/02

On behalf of ~~XXXXXX~~ [company] ~~XXXXXX~~ [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

Note: The Mortgagor will not without the Agent's prior written consent:

- (a) create or permit to arise any mortgage, charge or lien on the Property, the Charged Assets or the Goodwill;
- (b) grant or accept a surrender of any lease or licence of the Property, the Charged Assets or the Goodwill; or
- (c) dispose of or part with or share possession or occupation of the Property, the Charged Assets or the Goodwill.

In this form 395, the following terms have the following meanings:

**"Banks"** means the banks and financial institutions identified by the Agent from time to time.

**"Charged Assets"** means the assets charged by Clause 2(b) and Clause 2(c) of the Deed (being the property referred to in paragraphs (b) and (c) of the above box entitled short particulars of all the property mortgaged or charged).

**"Expenses"** means all expenses (on a full indemnity basis) incurred by any Finance Party or any Receiver at any time in connection with the Property, the Charged Assets, the Goodwill or the Mortgagor's Obligations or in taking or perfecting the Deed or in preserving, defending or enforcing the security created by the Deed or in exercising any power under the Deed or otherwise with Interest from the date they are incurred.

**"Finance Parties"** means the Agent and the finance parties identified by the Agent from time to time and "Finance Party" means any one of them.

**"Goodwill"** means the present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor.

**"Interest"** means interest at the rate(s) charged to the Mortgagor by any Finance Party from time to time.

**"Property"** means the following:

Description: Aylesford Retail Park, London Road, Aylesford, Kent  
Tenure: Freehold  
Title Number: K649835

**"Receiver"** means a receiver and manager or (if the Agent so specifies in the relevant appointment) a receiver appointed in respect of the Charged Assets.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04274413

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 3rd JANUARY 2002 AND CREATED BY SOUTH AYLESFORD RETAIL PARK (NOMINEE NO. 2) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st JANUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JANUARY 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

— for the record —

*Postman*