

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



2644128

Name of company

* The Chinnor and Princes Risborough Railway Association Limited

Date of creation of the charge

27 March 1996

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

Conveyance made between British Railways Board and The Chinnor and Princes Risborough Railway Association Limited

Amount secured by the mortgage or charge

Sums payable under paragraphs 4 and 6 of the First Schedule to the instrument, together with value added tax (if applicable). Those paragraphs, together with relevant definitions, are reproduced on the continuation sheet attached.

In addition the instrument is security for the Board's reasonable costs of and in connection with all notifications, applications and consents arising under that Schedule and in relation to any covenant under seal required under it.

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

BRB (Residuary) Limited (company number 4146505) registered office 55 Victoria Street, London SW1H 0EU, as successor in title to British Railways Board by virtue of a scheme made under the Railways Act 1993

Postcode SW1H 0EU

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

Thomas Eggar
Chatham Court, Lesbourne
Road, REIGATE, Surrey, RH2
7FN

14/PBJ/415650/45026048

Time critical reference

For official Use
Mortgage Section

Post room



A09
COMPANIES HOUSE

0270
02/07/04

Part of the Thame closed branch railway and works at Wendover in the County of Buckinghamshire containing an area of 19,260 square yards or thereabouts and shown coloured blue and brown (including the parts hatched red and green) on plan number 0129 attached to the instrument

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

Thomas Egger

Date

1 July 2004

On behalf of ~~[company]~~ [mortgagee/chargee]† BRB (Residuary) Limited

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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

2644128

Name of Company

The Chinnor and Princes Risborough Railway Association Limited

~~XXXXXX~~

* delete if
inappropriate

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

Paragraphs 4 and 6 of First Schedule to the instrument

4. The sum so payable shall (subject to paragraph 5 below) be:

4.1 in the case of a Chargeable Event under paragraph 2.5.1 above the Board's Percentage of the difference between the capital value of the consideration receivable in respect of the Chargeable Event and the capital value of the consideration which would have been receivable without the benefit of any Planning Permission or any prospect that it may be obtained (the latter value to be ascertained on the basis of an open market disposition free from incumbrances except for such incumbrances to which this assurance is subject and which then still subsist)

4.2 in the case of a Chargeable Event under paragraph 2.5.2 above the Board's Percentage of the difference between the open market value of the Property or the relevant part of it as at the date of the Chargeable Event valued as though to be sold free from incumbrances (except for such incumbrances to which this assurance is subject and which then still subsist)

4.2.1 with the benefit of the Planning Permission which gave rise to the Chargeable Event (and having regard to any value which the Property or the relevant part of it may have in conjunction with any other land to which the Planning Permission relates) and

4.2.2 without the benefit of such Planning Permission or any prospect that it may be obtained

6. There shall be added to the sum payable under paragraph 4 above interest at the rate of four per centum above the base lending rate of The Royal Bank of Scotland PLC from time to time applicable for the period while the sum payable hereunder remains unpaid commencing on the date when such sum becomes payable up to and including the date of payment but so that if the base lending rate of The Royal Bank of Scotland PLC shall at any time cease to exist or be ascertainable then there may be substituted for it the base lending rate of such one of the London Clearing Banks as the Board shall prescribe or (if this shall be impracticable) such other rate or rates as the Board shall prescribe as reasonably equivalent

Paragraph 5 of the First Schedule (referred to above) reads as follows:

5. If a Chargeable Event shall occur in relation to the Property or part of it or interest in it and there shall already have been made a Further Payment in respect of a previous Chargeable Event relating to the Property or the same part or the same interest (as the case may be) then the current prospective Further Payment shall be reduced by the amount of any previous Further Payment(s) or so much of it or them as shall be attributable to the relevant part or interest (as the case may be)

Definitions are contained in paragraph 2 of the First Schedule, which is set out below:

2. In this Schedule:

2.1 "the Relevant Period" means the period of 16 years from the 4th day of February 1995

2.2 "the Board's Percentage means 50 per centum

2.3 "dispose of" bears the meaning assigned under Section 205(1) Law of Property Act 1925 and "disposition" shall be interpreted accordingly

2.4 "Planning Permission" means permission granted after the date of the sale contract under the Town and County Planning Act 1990 or any re-enactment or modification of it for the time being in force (whether or not such permission also relates to other land)

2.5 a "Chargeable Event" means either of the following:

2.5.1 the disposition within the Relevant Period of the Property or

Please do not
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binding margin

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

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

part of it or interest in it by the Buyer or persons deriving title through or under the Buyer with the benefit of Planning Permission or 2.5.2 the commencement of implementation of Planning Permission by the Buyer or persons deriving title through or under the Buyer in relation to the Property or the relevant part of it within the Relevant Period

2.6 a "Further Payment" shall mean such a payment as is mentioned in paragraph 4 of this Schedule

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

Mr Registrar Jaques

**In the Matter of The Chinnor and Princes Risborough Railway Association
Limited**

and

In the Matter of the Companies Act 1985

UPON THE APPLICATION by Claim dated the 14th April 2004 of The Chinnor
and Princes Risborough Railway Association Limited

AND UPON HEARING the Solicitor for the Claimant

AND UPON READING THE EVIDENCE

AND the Court being satisfied that the omission to deliver to the Registrar of
Companies pursuant to Section 395 of the above-mentioned Act the Legal Charge
hereinafter mentioned together with the prescribed Particulars thereof was due to
inadvertence and that it is just and equitable to grant relief

IT IS ORDERED pursuant to Section 404 of the said Act that the time for
delivering to the Registrar of Companies for Registration of the Legal Charge dated
27th March 1996 and made between British Railways Board of the one part and The
Chinnor and Princes Risborough Railway Association Limited of the other part
relating to certain land and property being part of the Thame closed branch railway
and works at Wendover in the County of Buckinghamshire (as more particularly
described in the instrument) to secure payment of the sums payable under paragraphs
4 and 6 of the First Schedule to the instrument (which include interest under paragraph
6 on the sum(s) payable under paragraph 4) together with the prescribed Particulars
thereof is hereby extended to the 8th July 2004

AND IT IS ORDERED THAT the Claimant do deliver an Office Copy of this
Order to the Registrar of Companies

AND THIS ORDER is without prejudice to the rights of any person acquired during
the period between the date of the creation of the said Legal Charge and the date of
its actual registration

Dated: 17th June 2004

To : Messrs Thomas Eggar
DX 30400 Reigate 1



Ref: 530/MEW/NHR/45026048

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02644128

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CONVEYANCE DATED THE 27th MARCH 1996 AND CREATED BY CHINNOR AND PRINCES RISBOROUGH RAILWAY ASSOCIATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BRITISH RAILWAYS BOARD (BRB (RESIDUARY) LIMITED IS THE SUCCESSOR IN TITLE BY VIRTUE OF THE RAILWAYS ACT 1993) 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 2nd JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JULY 2004.

Pangela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES