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CHFP025

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in black type, or
bold block lettering

*insert full name
of Company

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

113261

395

3338765

Name of company

* TROJAN LAND LIMITED ("the Company")

Date of creation of the charge

2nd July 1999

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

Mortgage Debenture containing fixed and floating charge ("the
Debenture")

Amount secured by the mortgage or charge

All monies and liabilities which may now or hereafter from time to time
become owing by the Company pursuant to the Guarantee of even date given
by the Company to the Lender ("the Secured Amount").

In the Guarantee between the Company and the Lender dated 2nd July 1999,
the Company guarantees to the Lender due payment of all monies and the
discharge of all their respective liabilities and/or obligations whether
certain or contingent present or future which are now or may at any time
hereafter be due or owing to the Lender by the Company under the
documents ("the Security Documents") listed in the Schedule to the
Guarantee or for which the Company may be or become liable to the Lender
in any manner whatsoever (including to avoid doubt any liabilities
and/or obligations as aforesaid owing or for which the Company may be or
become liable to any assignee of this guarantee whether such liabilities
and/or obligations are incurred before or after the date of assignment
of this guarantee to such assignee) [see continuation sheet page 2]

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

Northern Rock Plc whose registered office is at Northern Rock House,
Gosforth, Newcastle upon Tyne ("the Lender")

Postcode NE3 4PL

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

Richards Butler
Beaufort House
15 St Botolph Street
London
EC3A 7EE

GMR/99-15547

Time critical reference
GMR/99-15547

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Particulars of properties mortgaged or charged ("Charged Property")

The Company as security for the payment of the Secured Amounts to the Lender hereby -

(1) charges to the Lender by way of legal mortgage and with full title guarantee the freehold land and buildings as the same as registered at Kingston Upon Hull District Land Registry with title number SK82373 and known as Units 1-11 Barley Way Industrial Estate Lowerstoft ("the Property").

(2) assigns to the Lender with full title guarantee the goodwill of the Business, the benefit of the Licences (as hereinunder defined) and the Benefits (as hereinunder defined) respectively carried on or arising in respect of the Property provided that the same shall be reassigned on repayment of all the Secured Amounts.

(3) charges to the Lender by way of floating charge and with full title guarantee the undertaking of the Company and its other property and assets both present and future. [see continuation sheet page 4]

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Particulars as to commission allowance or discount (note 3)

1

Signed Richard Butler

Date 20/7/99

On behalf of ~~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 CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

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

CHFP025

Please complete
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Company Number

3338765

Name of Company

TROJAN LAND LIMITED ("the Company")

Limited*

* delete if
inappropriate

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

and also all obligations and liabilities to the Company matured and unmatured to which the Company is now or shall for the time being be or become subject, in all cases (a) whether the Company is liable alone or jointly with any other person and in whatever style name or form and whether as principal or guarantor, and (b) together with interest due to date of payment and all commission discount and other charges including legal costs (as between solicitor and own client) and disbursements and any expenses incurred by the Lender in relation to this guarantee or any other security now or hereafter held by the Lender for the same indebtedness or in enforcing payment whether such expenses may be incurred by the Company or others.

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

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"Benefits" means in respect of the Property all (if any) of the following -

- (a) Any covenant for providing repairing or contributing to the cost of repair of any item or service used;
- (b) any rent or other amount payable under any lease from time to time;
- (c) any other sum to which the Company may be entitled from time to time including monies payable under any retention guarantee bond or insurance or as compensation whether under statute or otherwise;
- (d) any option to acquire (whether by purchase or otherwise) any other interest.

"Licences" means all licences, consents, certificates, registrations, permits or other similar matters required in connection with the Property or the Business.

RESTRICTIONS ON DEALING:

- 1) The powers of leasing and agreeing to lease and of accepting surrenders of leases conferred on a mortgagor in possession by the LPA shall not apply to the Debenture and the Company promises that he will not grant or agree to grant or accept any surrender of any lease or tenancy of or confer any enforceable licence to occupy the Property without the prior written consent of the Lender.
- 2) The Company promises not to cause or permit any third party to acquire any right over the Property without the prior written consent of the Lender.
- 3) The Company promises not create or allow any Security Interest (as hereinunder defined) over the Charged Property whether ranking before, pari passu with or after this charge.
- 4) The Company promises not to sell or dispose of any of the Charged Property subject to the Debenture.

"Security Interest" means any mortgage, charge, pledge, lien, right of set off or any other security whatsoever.

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03338765

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 2nd JULY 1999 AND CREATED BY TROJAN LAND LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NORTHERN ROCK Plc PURSUANT TO THE GUARANTEE OF EVEN DATE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JULY 1999.

Handwritten signature and initials



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC026B