

# M

CHFP025

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
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)

Name of company

\* Britel Fund Trustees Limited, a limited partner of the Chargor

Date of creation of the charge

15 March 2004

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

A deed of charge of interest in limited partnership between (1) the Chargor and (2) the Agent (the "Deed")

Amount secured by the mortgage or charge

All the Chargor'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 "Chargor'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

For official Use  
Mortgage Section



A11  
COMPANIES HOUSE

0545  
25/03/04

Time critical reference

451023 / 60

# 395



For official use

Company number

1687153

Short particulars of all the property mortgaged or charged

The Chargor covenants to discharge on demand the Chargor's Obligations and as a continuing security for such discharge and with full title guarantee assigns to the Agent by way of first fixed charge, the Rights.

Note: Despite any term to the contrary in relation to any deposit or credit balance on any account of the Chargor with the Agent that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Chargor before all the Chargor's Obligations have been discharged but the Agent may without prejudice to the Deed permit the Chargor to make withdrawals from time to time.

continued/.....

Particulars as to commission allowance or discount (note 3)

N/A

Signed ST Behn

Date 24/03/04

On behalf of ~~[company]~~ [mortgaged/chargee]†

Please do not write in this margin

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

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 Chargor shall not:

- (a) create or permit to arise or continue any Encumbrance, right of set-off, counterclaim, equity or other third party right whatsoever affecting the Rights or any assets or rights relating to or deriving from them or assign, dispose of or deal with the Rights or any of such assets or rights, other than in favour of the Agent; or
- (b) without the prior written consent of the Agent, agree to any waiver or release of any obligation owed to the Chargor under the Limited Partnership Deed nor agree to any amendment to the Limited Partnership Deed.

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

In this Form 395, the following terms will have the following meanings:

"Banks"

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

"Chargor"

means The Junction Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP 7884 whose principal place of business is at St Helens, 1 Undershaft, London EC3P 3DQ) acting by its general partner for the time being, The Junction (General Partner) Limited (registered in England and Wales with registration number 4278233)

"Commitment"

has the same meaning as that expression is defined in the Limited Partnership Deed.

"Encumbrance"

means any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title, retention or otherwise) which has the effect of creating security or payment priority.

"Expenses"

means all expenses (on a full indemnity basis) incurred by any Finance Party at any time in connection with the Rights or the Chargor'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.

"Interest"

means the interest at the rate(s) charged to the Chargor by any Finance Party from time to time.

"Limited Partners"

has the same meaning as that expression is defined in the Limited Partnership Deed

"Limited Partnership"

means The Great Western Limited Partnership, an English limited partnership constituted by the Limited Partnership Deed and registered with number LP 9302.

"Limited Partnership Deed"

means the limited partnership deed dated 4 March 2004 and made between the Great Western (General Partner) Limited (1) and the Limited Partners (2)

"Rights"

means all the Chargor's rights, title and interest under the Limited Partnership Deed to:

- (a) its share of all profits, income, gains or other receipts of the Limited Partnership from time to time;
- (b) its share of the assets of the Limited Partnership upon the termination or liquidation of the Limited Partnership; and
- (c) its right to be repaid its Commitment,

but excluding any entitlement to intervene in the management or administration of the Limited Partnership or its business or affairs or to vote or to require any accounts of the Limited Partnership's transactions or to inspect the Limited Partnership's books or records.

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. 01687153

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OF INTEREST IN LIMITED PARTNERSHIP DATED THE 15th MARCH 2004 AND CREATED BY BRITEL FUND TRUSTEES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE JUNCTION LIMITED PARTNERSHIP TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th MARCH 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th MARCH 2004.

*pm*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES