

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

\* insert full name  
of company

To the Registrar of Companies

CHLD  
9029  
025145

For official use

Company number

04108769

Name of company

\* Thanet No. 1 Limited (the "Chargor")

Date of creation of the charge

12 October 2001

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

Guarantee and Debenture (the "Guarantee and Debenture") dated 12 October 2001, granted by the Chargor in favour of The Governor and Company of The Bank of Scotland (the "Security Trustee" which expression shall

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Chargor under or pursuant to the Financing Documents (as defined below), including the Guarantee and Debenture (the "Secured Obligations").

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

The Governor and Company of The Bank of Scotland

Level Eight, 123 St Vincent Street

Glasgow

Postcode

G2 5EA

Please return  
via

CH London Counter

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

Denton Wilde Sapte  
1 Fleet Place  
London EC4M 7WS

Ref: VLW/58119.00773/5480751

Time critical reference

For official use  
Mortgage Section

Post room



LD1  
COMPANIES HOUSE

\*L210958N\*

0609  
29/10/01

Short particulars of all the property mortgaged or charged

Under the terms of the Guarantee and Debenture the Chargor, with full title guarantee, charged as continuing security for the payment of the Secured Obligations, in favour of the Security Trustee (as security trustee and agent for the Secured Parties):

(a) by way of legal mortgage all estates of interests in the Legally Mortgaged Property;

(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the date of the Guarantee and Debenture or at any time during the continuance of this security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of the sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor, but excluding the Scottish Property (as defined below);

(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future;

Continued on page 4 . . .

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

Particulars as to commission allowance or discount (note 3)

Signed

26  
Date October 2001

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

† delete as  
appropriate

- 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.

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binding margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
legibly, preferably  
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bold block lettering

Company Number

Name of Company

|          |
|----------|
|          |
| Limited* |

\* delete if  
inappropriate

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

include all successor agents appointed from time to time).

(d) by way of a fixed charge all stocks, shares, guarantees, debentures, bonds, notes and loan capital of:

- (i) any Subsidiary; and
- (ii) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or in the future belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(e) by way of fixed charge the goodwill of the Chargor and its uncalled capital at the date of the Guarantee and Debenture or at any time thereafter in existence;

(f) by way of fixed charge all copyrights, patents, patent applications, licences, trademarks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the date of the Guarantee and Debenture or at any time thereafter belonging to the Chargor and all fees, royalties, and other rights of every kind deriving from such copyrights, patents, trademarks, trade names, know-how and inventions;

(g) by way of assignment by way of security all of the Chargor's rights, title and interest at the date of the Guarantee and Debenture or in the future in:

- (i) all Rental Income;
- (ii) all agreements, contracts and policies of insurance (including any Managing Agents Appointments) now or in the future relating to the Legally Mortgaged Property together with all monies payable to the Chargor under each such agreement, contract or policy;
- (iii) all payments, repayments and refunds of VAT due or owing by HM Customs & Excise to the Chargor;

(h) by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge pursuant to the Guarantee and Debenture but expressly including all such property, assets and rights whatsoever present and future situated in Scotland whether the same are effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge pursuant to the Guarantee and Debenture or otherwise;

Note: The Chargor covenanted that it will not create or permit to subsist any Security Interest on any of its assets.

Definitions:

"Credit Agreement" means the credit agreement dated 4 October 2001 made between the Borrower, the Banks and the Security Trustee.

"Banks" has the meaning given to that term in the Credit Agreement.

"Borrower" means Westchester Property Holdings Limited, a company incorporated in England and Wales with registered no. 4218487 having its registered office at 3 Finsbury Square, London EC2A 1AE.

"Facility Agent" has the meaning given to that term in the Credit Agreement.

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legibly, preferably  
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"Financing Documents" has the meaning given to that term in the Credit Agreement.

"Hedging Bank" has the meaning given to that term in the Credit Agreement.

"Legally Mortgaged Property" means the property described in the schedule below, the proceeds of sale thereof and all buildings and trade or other fixtures on other such property belonging to or charged to the Chargor.

"Managing Agents Appointment" has the meaning given to that term in the Credit Agreement.

"Rental Income" has the meaning given to that term in the Credit Agreement.

"Scottish Property" means all heritable and leasehold property now or at any time during the continuance of this Guarantee and Debenture belonging to the Chargor and situated in Scotland.

"Secured Parties" means all and each of the Security Trustee, Facility Agent, the Banks and each Hedging Bank.

"Security Interest" means any mortgage, pledge, lien, charge, standard security, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"Subsidiary" has the meaning ascribed to it by Section 736 of the Companies Act 1985 and shall be construed accordingly.

#### SCHEDULE

1. Freehold land being East Kent Retail Park, Westwood Road, Broadstairs, Kent and registered at HM Land Registry with title numbers K110386, K125812 and K606532; and

2. Freehold land on the Northeast side of Westwood Retail Park, Broadstairs as is registered at HM Land Registry with title number K727388.

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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. 04108769

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 12th OCTOBER 2001 AND CREATED BY WESTCHESTER NOMINEES (THANET 1) LIMITED FOR SECURING THE ACTUAL CONTINGENT OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY FORMERLY KNOWN AS THANET No 1 LIMITED TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (THE "SECURITY TRUSTEE") UNDER OR PURSUANT TO THE FINANCING DOCUMENTS (AS DEFINED) INCLUDING THE GUARANTEE AND DEBENTURE (THE "SECURED OBLIGATIONS") WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th OCTOBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st OCTOBER 2001.

*LC. Leah*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES