

# M

COMPANIES FORM No. 395

005757/260

## Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

[13]

6068885

Name of company

\* Milecare Limited (the Chargor)

Date of creation of the charge

11 March 2009

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

See Continuation Sheet 1 (Description of the instrument creating or evidencing the charge). Capitalised terms used in Continuation Sheet 1 are defined in Continuation Sheet 4.

Amount secured by the mortgage or charge

See Continuation Sheet 2 (Amount secured by the mortgage or charge). Capitalised terms used in Continuation Sheet 2 are defined in Continuation Sheet 4.

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

Aldermanbury Investments Limited, 125 London Wall, UK

Postcode EC2Y 5AJ

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

Paul Hastings  
Ten Bishops Square, Eighth  
Floor, London  
E1 6EG

For official Use (02/00)  
Mortgage Section

Post room

Time critical reference

WEDNESDAY



\*L8JKT896\*

LD2

18/03/2009

125

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Continuation Sheet 3 (Short particulars of all the property mortgaged or charged). Capitalised terms used in Continuation Sheet 3 are defined in Continuation Sheet 4.

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



Date 18 March 2009

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

**A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE (cont.)**

**CONTINUATION SHEET 1**

**Description of the instrument creating or evidencing the charge**

A debenture (**Debenture**) dated 11 March 2009 between (1) the Chargor, Company number 6068885, (2) Milecare Limited Partnership, registration number LP11968 (**Milecare Limited Partnership**), (3) Lordclass Limited, company number 6024765 (**Lordclass Limited**), (4) Fabtown Limited, company number 6128740 (**Fabtown Limited**) and (5) Aldermanbury Investments Limited, company number 03936272 (**Aldermanbury**).

**FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE (cont.)**

**CONTINUATION SHEET 2**

**Amount secured by the mortgage or charge**

All monies and all obligations and liabilities whether existing or in the future due, owing or incurred by the Restricted Obligors to Aldermanbury under or in connection with the Restricted Borrowers Redemption Agreement without limit (and irrespective of any amendment, supplement or novation, any increase in or change in the nature of the amount secured) when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing by the Restricted Obligors to Aldermanbury or purchased or otherwise acquired by any of them, denominated in sterling or in any other currency or incurred on any banking or other account or in any other manner whatsoever.

These liabilities shall, without limitation, include all liabilities of the Restricted Obligors arising under the Debenture and the Restricted Borrowers Redemption Agreement, interest and all legal, administrative and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by Aldermanbury in relation to any such moneys, obligations or liabilities or the release of all or any of the Charged Property or the enforcement of the security thereby created or generally in respect of each Obligor or otherwise incurred in dealing with any matter in relation to the Debenture.

## FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE

### CONTINUATION SHEET 3

#### Short particulars of all the property mortgaged or charged

The Chargor with full title guarantee charged to Aldermanbury by way of a fixed charge (and, as applicable, as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Chargor by way of legal mortgage) ranking in priority to all other charges other than the Senior Charge (or any replacement thereof) as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by the Chargor or in which the Chargor may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof):

#### Property

All present and future freehold and leasehold property of the Chargor situate in England and Wales and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale or disposal thereof and shall include the leasehold land known as Houndhill Park, Bolton Road, Dearne Valley, Rotheram and registered at the Land Registry under title number SYK534419.

#### Property Insurances

All monies from time to time payable to the Chargor under or pursuant to the Property Insurances including without limitation the refund of any premiums.

#### Notes:

Pursuant to Clause 3.2 of the Debenture (*Negative Pledge and Restrictions or dealing with Charged Property*), the Chargor covenanted with Aldermanbury that it will not without the prior consent in writing of Aldermanbury:

- (a) create or attempt to create or permit to subsist in favour of any person other than Aldermanbury any Security Interest (except the Senior Charge or a lien arising by operation of law in the ordinary course of trading of each Obligor over property other than land) on or affecting the Charged Property or any part thereof or the equity of redemption in respect thereof; or
- (b) dispose of the Charged Property or any part thereof or the equity of redemption in respect thereof or attempt or agree so to do other than in accordance with the Restricted Borrowers Redemption Agreement; or

- (c) grant a lease or licence, or deal with, or agree to any disposition or dealing with, the Charged Property which has the effect of carving out the value of the Charged Property or circumventing the terms of the Restricted Borrowers Redemption Agreement, and which is not a real disposition for the purposes of the asset management of the Charged Property.

## FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE

### CONTINUATION SHEET 4

#### Definitions

In this Form 395, so far as the context admits, the following expressions have the following meanings:

**“Aldermanbury”** means Aldermanbury Investments Limited (company number 03936272), having its registered office at 125 London Wall, London EC2Y 5AJ, United Kingdom.

**“Borrowers”** means the Chargor and Milecare Limited Partnership, each of whose registered office is at 3rd Floor, 24 Chiswell Street, London EC1Y 4YX.

**“Charged Property”** means the Property of each Obligor charged under the Debenture.

**“Deanshield Limited”** means Deanshield Limited, a company registered in England and Wales under company number 5697315.

**“Deanshield Limited Partnership”** means Deanshield Limited Partnership, a limited partnership registered under registration number LP11230.

**“Erinrange Limited”** means Erinrange Limited, a company registered in England and Wales under company number 5769437.

**“Freehold Trustees”** means Lordclass Limited and Fabtown Limited, each of whose registered office is at 3rd Floor, 24 Chiswell Street, London EC1Y 4YX (each a Freehold Trustee).

**“Froststar Limited”** means Froststar Limited, a company registered in England and Wales under company number 5733290.

**“Heatgold Limited”** means Heatgold Limited, a company registered in England and Wales under company number 5666431.

**“Hopeshield Limited”** means Hopeshield Limited, a company registered in England and Wales with company number 5770229.

**“Hopeshield Limited Partnership”** means Hopeshield Limited Partnership, a limited partnership registered in England and Wales with registration number LP11358.

**“Obligor”** means each Borrower and each Freehold Trustee.

**“Property”** means the Leasehold land known as Houndhill Park, Bolton Road, Dearne Valley, Rotherham and registered at the Land Registry under title number SYK534419.

**"Property Insurances"** means all present and future contracts and policies of insurance in respect of the Property in which each Obligor from time to time has an interest.

**"Restricted Obligors"** means the Restricted Borrowers, which for the avoidance of doubt includes each general partner of the Restricted Borrowers and the Restricted Guarantors and "Restricted Obligor" means any of them.

**"Restricted Borrowers"** means Hopeshield Limited Partnership, Milecare Limited Partnership and Deanshield Limited Partnership.

**"Restricted Borrowers Redemption Agreement"** means the restricted borrowers redemption agreement dated on or about the date of this deed between, inter alios, Milecare Limited Partnership, Fabtown Limited, Lordclass Limited, the Chargor, Principal Real Estate Funding Corporation Limited and Aldermanbury.

**"Restricted Guarantors"** means Hopeshield Limited Partnership, Milecare Limited Partnership, Deanshield Limited Partnership, Froststar Limited, Heatgold Limited, Slatecharm Limited, Erinrange Limited, Fabtown Limited, Lordclass Limited, Hopeshield Limited, the Chargor and Deanshield Limited.

**"Secured Obligations"** means all moneys, obligations and liabilities covenanted to be paid or discharged by each Obligor under or pursuant to Continuation Sheet 2 (*Amount secured by the mortgage or charge*).

**"Security Interest"** means any mortgage, standard security, pledge, lien, charge, assignment, assignation, hypothecation or security interest or any other security agreement or security arrangement.

**"Senior Charge"** means the first ranking charge over the Property comprising a debenture dated between each Obligor and Nationwide Building Society and a legal charge dated between Fabtown Limited and Lordclass Limited and Nationwide Building Society.

**"Slatecharm Limited"** means Slatecharm Limited, a company registered in England and Wales under company number 5736605.





**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6068885  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 MARCH  
2009 AND CREATED BY MILECARE LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE  
RESTRICTED OBLIGORS TO ALDERMANBURY INVESTMENTS  
LIMITED ON ANY ACCOUNT WHATSOEVER 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  
18 MARCH 2009

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MARCH 2009**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**