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\* insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

NW/10/203391

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

24

03441914

Name of company

\* Retirement Rentals Limited ("the Chargor")

Date of creation of the charge

12th October 1999

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

Legal Mortgage made between the Chargor and National Westminster Bank Plc as agent and trustee of the Secured Parties (the "Security Trustee").

Amount secured by the mortgage or charge

All of the actual, contingent, present and/or future obligations and liabilities of the Chargor and the Partnership to any of the Secured Parties under or pursuant to the Credit Agreement and the Mortgage referred to above (the "Secured Obligations").

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

National Westminster Bank Plc, Housing Finance, 1 Princes Street, London  
as Security Trustee

Postcode

EC2R 8PB

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

Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

SYL/RFG/127587/PY472139

Time critical reference

For official use  
Mortgage Section

Post room



KLO \*KUENLKQA\* 564  
COMPANIES HOUSE 20/10/99

Short particulars of all the property mortgaged or charged

The Chargor, with full title guarantee, as continuing security for the Secured Obligations:

- (i) charged, by way of legal mortgage in the case of a legal estate or interest, the Property (and/or such interest) together with all buildings, fixtures and erections on the Property;
- (ii) charged and assigned the benefit of all licences, agreements, covenants and rights affecting or concerning the Property including the right to receive rent and income from the Property; and
- (iii) charged and assigned the Chargor's interest in every insurance policy effected in respect of (and including income from) the Charged Assets other than third party and public liability policies and all moneys or proceeds paid or payable to the Chargor under or in respect of the same.

The Chargor agreed that it shall not part with, sell, transfer or otherwise dispose of or agree to part with sell, transfer or otherwise dispose of any part of the Property or any interest therein other than Permitted Tenancies.

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*W. L. J. J. J.*

Date 18/10/99

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.

Company Number

03441914

Name of company

Retirement Rentals Limited (the "Chargor")

Short particulars of all the property mortgaged or charged (continued)

"Charged Assets" means each and all of the Property and all other property or assets charged or assigned by way of security under the mortgage referred to above;

"Credit Agreement" means the Credit Agreement dated 26th November 1998 made between (1) the Chargor, (2) certain lenders and (3) National Westminster Bank as Facility Agent and Security Trustee;

"Partnership" means the limited partnership created by an agreement dated 23rd December 1997 between Norwich Union Life & Pensions Limited and Norhill Limited and the Chargor for which the Chargor is a General Partner;

"Permitted Tenancies" means any residential tenancies in the agreed form which is set out in Schedule 11 of the Credit Agreement or such other residential tenancy agreed by the Facility Agent and which is within the ordinary course of business of the Chargor;

"Property" means the Property listed in Schedule 1 below;

"Secured Parties" mean all and each of the Facility Agent, the Security Trustee and the Lenders as defined in the Credit Agreement.

## FIRST SCHEDULE

(Properties)

Property Address	Title Number
531 Homecove House, 35 Holland Road, Westcliff On Sea (457)	EX 342615
10 Rose Court, Terminus Road, Littlehampton, West Sussex (437)	WSX 215917
45 Homesands House, 50 Park Road, Southport, Merseyside (440)	MS 211483
13 Nightingale Court, 53 Church Road, Crystal Palace (460)	SGL 526577
14 Homebaye House, Harbour Road, Seaton, Devon (459)	DN 172260
5 Lucena Court, Finborough Road Stowmarket Suffolk (368)	SK 144848

Company Number

03441914

Name of company

Retirement Rentals Limited (the "Chargor")

Short particulars of all the property mortgaged or charged (continued)

**Property Address****Title Number**

11 Oak Haven, Dovercourt, Essex (448) as comprised  
in a Lease dated 30.9.1988 between North East  
Essex Building Company Limited (1) and  
W F & C D Hodgson (2)

unregistered

13 Homedrive House, The Drive, Hove, East Sussex (461)

ESX 122436

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03441914

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 12th OCTOBER 1999 AND CREATED BY RETIREMENT RENTALS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC, AS AGENT AND TRUSTEE OF THE SECURED PARTIES (AS DEFINED) UNDER OR PURSUANT TO THE CREDIT AGREEMENT AND THIS MORTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th OCTOBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th OCTOBER 1999.

*ROST  
Pam*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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