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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[281]

02594369

Name of company

\* Bovale Limited (the "Chargor")

Date of creation of the charge

9 August 2005

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

Legal Charge (the "Legal Charge")

Amount secured by the mortgage or charge

All liabilities of the Chargor owed or expressed to be owed to any of the Beneficiaries whether or not originally owed to any of the Beneficiaries and whether owed jointly or severally, as principal or surety or in any other capacity (the "Secured Liabilities")

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

Anglo Irish Asset Finance plc t/a Anglo Irish Development Finance/acting through its branch at 5th Floor, Embassy House, 60 Church Street, Birmingham (the "Bank")

Postcode B3 2DJ

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

Eversheds LLP  
115 Colmore Row  
Birmingham  
B3 3AL

784528

Time critical reference

For official Use (02/00)  
Mortgage Section

| Post room



A10  
COMPANIES HOUSE

0321  
18/08/05

Short particulars of all the property mortgaged or charged

See attached schedule

**Note** - paragraphs 2 and 3 of part 1 of the attached schedule contain details of covenants and restrictions on the Chargor that protect and further define the charges created by the Legal Charge and which must be read as part of the charges created by the Legal Charge.

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

Enechedo LLP

Date 12 August 2005

On behalf of ~~XXXXXXXXXX~~ [mortgagee/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

## **CONTINUATION OF FORM 395**

Company: Bovale Limited

Company number: 02594369

### **SCHEDULE**

#### **PART 1**

#### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

##### **1. CHARGE**

Pursuant to clause 3 of the Legal Charge as continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

1.1 charged to the Bank by way of legal mortgage the Property;

1.2 charged to the Bank by way of fixed charge its interest in:

1.2.1 all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property;

1.2.2 to the extent not otherwise subject to any fixed security in favour of the Bank any existing and future proceeds of any insurance of any Charged Property;

1.3 charged and assigned to the Bank by way of fixed security its interest in the Rental Income and the benefit of the Rental Income and any guarantee or security for the payment of any Rental Income provided that if any such guarantee or security is expressed to be non-assignable then the Chargor charged to the Bank by way of fixed security its interest in and the benefit of it; and

1.4 assigned to the Bank by way of fixed charge its interest in and the benefit of the Development Contracts and the benefit of any guarantee or security for the performance of any of the Development Contracts provided that if any Development Contract, guarantee or security is expressed to be non-assignable then the Chargor charged to the Bank by way of fixed charge its interest in and the benefit of it;

1.5 charged to the Bank by way of fixed charge, all other existing and future property of the Chargor not described in the previous paragraphs (other than the Chargor's stock in trade or work in progress).

##### **2. PROHIBITED DEALINGS**

Pursuant to clause 4.2 of the Legal Charge the Chargor will not except with the prior written consent of the Bank sell, assign, charge, discount, factor or otherwise deal with any of the Rental Income, or (save for minor bad debts) compound, release or do anything by virtue of which the collection and recovery of any of the Rental Income may be impeded, delayed or prevented.

### 3. **NEGATIVE COVENANTS**

Pursuant to clause 6 of the Legal Charge the Chargor will not except with the prior written consent of the Bank:

- 3.1 dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any property mortgaged, charged or assigned under the Legal Charge;
- 3.2 create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property;
- 3.3 terminate or amend in any material respect any Development Contract or release, settle or discharge any claim, right or entitlement which the Chargor may have under any Development Contract, whether by assignment, transfer, novation or otherwise.

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## **PART 2**

### **DEFINITIONS**

In this form 395 and this schedule the following terms have the specified meanings:

- |                            |  |
|----------------------------|--|
| <b>“Beneficiaries”</b>     | means the Bank and any company which is from time to time a member of the same group of companies as the Bank (each a <b>“Beneficiary”</b> ) |
| <b>“Building Contract”</b> | means any building contract entered into or to be entered into by the Chargor in relation to or for the purposes of any Development;         |
| <b>“Charged Property”</b>  | means all property mortgaged, charged or assigned by the Legal Charge;   |
| <b>“Development”</b>       | means:<br><br>(a) any works of construction on the Property; or  |

(b) any refurbishment of the Property

in accordance with the plans and specifications approved or to be approved by or on behalf of the Bank;

**“Development Contracts”**

means any Building Contract, the existing and future terms of appointment of any architects, quantity surveyors, engineers and other consultants or persons whose services are required for a Development, all existing and future warranty agreements in favour of the Chargor which relate to a Development, and any other existing and future agreement relating to the acquisition, construction, management, design, servicing, marketing, development, operation and use of the Property;

**“Encumbrance”**

means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of ~~encumbrance or security interest or any other type of~~ arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

**“Property”**

means freehold land and property known as The Transport Depot, Station Road, Minsterley, Shropshire and registered at HM Land Registry under Title Number SL98037

**“Rental Income”**

means all amounts payable to or for the benefit of the Chargor in connection with the occupation of the Property including each of the following amounts:

- (a) rent including any increase of rent or interim rent agreed by the Chargor or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other sums payable under any

Lease;

- (b) sums payable from any deposit held as security for performance of any tenant's obligations or by any guarantor of those obligations;
  - (c) any other monies payable in respect of occupation and/or use of any Property including any fixture for display or advertisement;
  - (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Chargor in respect of any Property net of any costs, fees and expenses incurred but not reimbursed to the Chargor in connection with such claim;
  - (e) any monies payable under any policy of insurance in respect of loss of rent;
- 
- (f) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any occupational lease or occupancy agreement; and
  - (g) any interest payable on any sum referred to above.

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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. 02594369

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 9th AUGUST 2005 AND CREATED BY BOVALE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th AUGUST 2005.

p. a



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES