

# M

## COMPANIES FORM No. 395

466666 / 10

### Particulars of a mortgage or charge

# 395

CHFP025

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[9][1][1][1]

02594369

Name of company

\* Bovale Limited ("the Company")

Date of creation of the charge

23 April 2004

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

Legal Charge made between (1) the Company and (2) Anglo Irish Asset Finance plc trading as Anglo Irish Development Finance ("the Bank")

Amount secured by the mortgage or charge

All liabilities of the Company owed or expressed to be owed to any of the Bank and any company which is from time to time a member of the same group of companies as the Bank, whether owed jointly or severally, as principal or surety or in any other capacity.

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

Anglo Irish Asset Finance plc trading as Anglo Irish Development Finance of 10 Old Jewry, London

Postcode EC2R 8DN

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

Eversheds LLP  
115 Colmore Row, Birmingham,  
B3 3AL, DX. 13004 Birmingham

DoulouG/Bircorp./723823

Time critical reference

For official Use  
Mortgage Section

Post room



A35  
COMPANIES HOUSE

0311  
01/05/04

In this Form 395 (as in the Legal Charge) the following expressions have the following meanings:

"Building Contract" means any building contract entered into or to be entered into by the Company in relation to or for the purposes of any Development.

"Development" means:

- (a) any works or 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;

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)

Nil

Signed

*Eversheds LLP*

Date 29 April 2004

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

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

CHFP025

**Particulars of a mortgage or charge  
(continued)**

Please do not  
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binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

02594369

Name of Company

Bovale Limited ("the Company")

Limited\*

\* delete if  
inappropriate

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

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

"Development Contracts" means any Building Contract, the existing and future terms 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 Company 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;

"Lease" includes any underlease, tenancy, letting, licence any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly;

"Property" means the freehold land known as The Kings Head, Hadley, Telford, Shropshire registered at HM Land Registry under title number SL50395;

"Rental Income" means all amounts payable to or for the benefit of the Company 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 Company 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 any guarantor of those obligations;

(c) any other monies payable in respect of the 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 Company in respect of any Property net of any costs, fees and expenses incurred but not reimbursed to the Company 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.

The Company with full title guarantee:

1 charges to the Bank by way of legal mortgage the Property;

2 charges to the Bank by way of fixed charge its interest in:

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

2.2 to the extent not otherwise subject to any fixed security in favour of the Bank or any existing and future proceeds of any insurance of any property mortgaged, charged or assigned by the Legal Charge;

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Short particulars of all the property mortgaged or charged (continued 2)

3. charges and assigns to the Bank by way of fixed security its interest in 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 Company charges to the Bank by way of fixed security its interest in and the benefit of it; and

4 assigns 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 or such provided that if any Development Contract, guarantee or security is expressed to be non-assignable then the Company charges to the Bank by way of fixed charge its interest in and the benefit of it;

5 charges of the Bank by way of fixed charge, all other existing and future property of the Company not charged or assigned by the previous paragraphs of this clause (other than the Company's stock in trade or work in progress).

*The Legal Charge contains a covenant by the Company that it will not, except with the prior written consent of the Bank, 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 this Legal Charge.*

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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 23rd APRIL 2004 AND CREATED BY BOVALE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH ASSET FINANCE PLC TRADING AS ANGLO IRISH DEVELOPMENT FINANCE ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MAY 2004.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

P. Paw