

# M

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

113183/13

# 395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

113183

06659262

Name of company

\* Airedale Eyecare Limited

Date of creation of the charge

12 January 2009

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

Rent Deposit Agreement ("the Agreement")

Amount secured by the mortgage or charge

The payment of all sums, whether actual or contingent, required for one or more of  
the following:

- a. to make good any loss or damage to the Landlord arising from any breach by the  
Company of the Covenants;
- b. to make good any dilapidations to the Premises at the end of the term of Lease;
- c. to make good any loss or damage to the Landlord arising from any breach by the  
Company of the terms of the Agreement;
- d. to make good any loss or damage to the Landlord arising from an Event of  
Default, including any sums for which the Landlord is entitled to prove in the  
winding up or bankruptcy of the Company whether or not following a disclaimer of  
the Lease;
- e. to pay all legal and other costs, charges and expenses incurred by the Landlord  
in relation to paragraphs a-d above ("the Liabilities")

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

Eagle GP5 Limited (registered in Guernsey under company number 45456) and Eagle GP6 Limited  
(registered in Guernsey under company number 45457) of whose registered office is at Second  
Floor Elizabeth House, Les Ruettes Braye St. Peter Port, Guernsey

Postcode GY1 1EW

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

Bond Pearce LLP  
Oceana House  
39-49 Commercial Road  
Southampton  
SO15 1GA

DKR1/362893.49

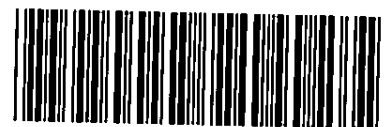
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



\*AL4Z76IT\*

A31

14/01/2009

11

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. The Company covenanted that it would on demand pay to the Landlord, all fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be properly incurred by the Landlord in enforcing the terms of the Agreement and the Lease.
2. The Company with full title guarantee and as continuing security for the Liabilities charges the Balance by way of a first fixed equitable charge to the Landlord as a continuing security for the payment and discharge of the Liabilities.
3. The Company is not to create any other legal or equitable charge (whether fixed or floating), lien or encumbrance over the Balance with a ranking in priority to, equal with or behind the security created by the Agreement.

DEFINITIONS

In this form the following words have the following meanings:-

"Account" means an interest bearing account opened in the name of the Landlord with the Bank.

"Balance" means the balance from time to time standing to the credit of the Account.

See addendum 4 of 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)

Signed

*Bond Pere LLP*

Date 13 January 2009

On behalf of ~~XXXXXX~~ (mortgagee) ~~XXXXXX~~ † Eagle GP5 Ltd and Eagle GP6 Ltd

A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)

**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

† delete as  
appropriate

CHFP025

# Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

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

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

Company Number

06659262

Name of Company

Airedale Eyecare Limited

Limited\*

\* delete if  
inappropriate

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

## Addendum 1/4

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

## Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge  
(continued)

## Addendum 4/4

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

"Bank" means the Landlord's bank or the bank of the Landlord's managing agents or such other Bank as the Landlord may from time to time direct.

"Covenants" means the obligations and conditions in the Lease to be complied with by the Company, including the obligation to pay the rent.

"Deposit" means the sum of fifteen thousand, eight hundred and sixty two pounds and fifty pence (£15,862.50).

"Event of Default" means one or more of the following events:

(a) the disclaimer of the Lease by the Crown or by a liquidator or trustee in bankruptcy of the Company;

(b) the Company is struck off the register of companies or otherwise ceases to exist;

(c) the forfeiture of the Lease.

"Lease" means an underlease of the Premises dated 26 June 2002 made between (1) The Airedale Centre (Keighley) Limited and The Airedale Centre (Keighley) (No.2) Limited and (2) Balvir Khushalbhal Mistry and Jayshri Balvir Mistry (trading as Visionland) together with any documents varying or supplemental or ancillary to it.

"Premises" means the premises known as 50 Towngate, The Airedale Centre, Keighley as described in more detail in the Lease.

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
binding margin

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



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

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

**COMPANY NO. 6659262  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 12  
JANUARY 2009 AND CREATED BY AIREDALE EYECARE  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO EAGLE GP5 LIMITED AND  
EAGLE GP6 LIMITED 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 14 JANUARY  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY  
2009

*MH*  
*PD*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES