

# M

CHFP025

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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

A fee of £10 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

1117

785125

Name of company

\* Alfano Brothers Limited ("Borrower")

Date of creation of the charge

6 March 2002

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

Legal charge dated 6 March 2002 ("Legal Charge") made between (1) Alfano Brothers Limited ("Borrower") (2) and (2) The Governor and Company of the Bank of Scotland ("Bank")

Amount secured by the mortgage or charge

04 All moneys and liabilities (actual or contingent) for the time being due owing or incurred by the Borrower to the Bank on any account and in any manner whatsoever

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

The Gov. & Co. of Bank of Scotland, Security Documentation Team,  
Specialist Functions Unit, Support Services,  
1st Floor, 2 Robertson Avenue,  
Edinburgh

Postcode EH11 1PZ

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

DLA  
Princes Exchange  
Princes Square  
LEEDS  
LS1 4BY

LAW/TWL/5831/120006

Time critical reference

LAW

For official Use

Mortgage Section

Post room



HLE  
COMPANIES HOUSE

0058  
15/03/02

Short particulars of all the property mortgaged or charged

The Borrower agrees to pay to the Bank the Debt (as defined below) when the Bank demands in writing.

The Borrower with full title guarantee charges as security for the Debt:

1. by way of legal mortgage the Property (as defined below)
2. by way of fixed charge all buildings and other structures on, and items fixed to, the Property
3. by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property
4. by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Legal Charge
5. by way of assignment the Rental Sums (as defined below) together with the benefit of all rights and remedies of the Owner relating to them to hold to the Bank Absolutely subject to redemption upon repayment of the Debt

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Particulars as to commission allowance or discount (note 3)

nil

Signed

*DIA*

Date 14 March 2002

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

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

† 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 CF4 3UZ

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## Particulars of a mortgage or charge (continued)

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

CHFP025

Please complete  
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bold block lettering

Company Number

785125

Name of Company

Alfano Brothers Limited ("Borrower")

Limited\*

\* delete if  
inappropriate

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

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

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

**Please complete  
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6. by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Legal Charge

7. by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property

Please complete  
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bold block lettering

NOTE 1

The Borrower agrees with the Bank:

1. Not to create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Bank

2. Not to sell, transfer, lease or otherwise dispose of all or any of the Property, or agree to do so, whether at law or in equity, without the prior written consent of the Bank

NOTE 2

The Bank may appoint a receiver in respect of the Borrower

DEFINITIONS

"Debt" means all sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from time to time by a Debtor (as defined below) whether:

i) they arise before or after the Bank has demanded that they are repaid or carried out

ii) they are owed or to be carried out immediately or only after a stated event has occurred

iii) the Debtor owes or is to carry them out on his own or jointly with any other persons

iv) the Debtor owes or is to carry them out on his own account or as guarantor for other persons together with Interest upon them and expenses relating to them

"Debtor" means any and every person (whether the Borrower or Owner or either of them) who has agreed to repay a Debt to the Bank

"Property" means the freehold property known as land and buildings lying to the south of South Shore Road, Gateshead registered at H M Land Registry under title number TY36609.

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licencees of the Property to the Borrower pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licencees or payable in respect of insurance premiums or reasonable professional fees or expenses

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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. 00785125

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 6th MARCH 2002 AND CREATED BY ALFANO BROTHERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th MARCH 2002.

P  
Gallagher



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —