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COMPANIES FORM No. 395 002(54)/13

## Particulars of a mortgage or charge

# 395

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

5111

2398604

Name of company

\* COFTON IRISH INVESTMENTS LIMITED ("the Company")

Date of creation of the charge

1 AUGUST 2007

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

LEGAL MORTGAGE AND CHARGE MADE BETWEEN (1) THE COMPANY AND (2) BANK OF SCOTLAND (IRELAND) LIMITED (THE BANK)

Amount secured by the mortgage or charge

All monies, obligations and liabilities (including, without limitation, in respect of principal interest, discount, commission, fees and expenses) whether actual or contingent which now are or at any time hereafter may be or become due, owing or incurred by the Company to the Bank whether alone or jointly or jointly and severally with any other person(s) and in whatever style or name and whether as principal or surety or otherwise ("the Secured Obligations")

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

BANK OF SCOTLAND (IRELAND) LIMITED OF BANK OF SCOTLAND HOUSE, 124-127 ST STEPHENS GREEN, DUBLIN 2

Postcode

Presentor's name address and reference (if any)

Rooks Rider  
Challoner House, 19  
Clerkenwell Close, London,  
EC1R 0RR, DX 53324  
Clerkenwell,

(C01/123769)

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

SATURDAY



A09

18/08/2007

COMPANIES HOUSE

545

**See attached Continuation Sheet Nos. 1, 2, 3, 4 and 5**

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

*looks like*

Date

*17 August 2007*

On behalf of ~~XXXXXXXX~~ [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**.

**COMPANIES FORM No. 395 (Cont) AND FORM No. 410 (Scot)(Cont.)**

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

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

Company Number

2398604

**COFTON IRISH INVESTMENTS LIMITED ("the Company")**

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

A As continuing security for the payment and discharge of the Secured Obligations, the Company as legal and beneficial owner (and also in the case of registered land as registered owner or the person entitled to be registered as registered owner) hereby -

- (1) GRANTS, CONVEYS, TRANSFERS AND DEMISES unto the Bank ALL THAT AND THOSE all that and those the hereditaments and premises known as Adelaide House, 7/8 Paddington Terrace, Dun Laoghaire, County Dublin as more particularly described in a Deed of Conveyance dated 5 November 1979 between Lismara Limited (1) and Durkam Bros (Dublin) Limited and delineated on a map thereto by a red verge line ("Secured Property") title to which is not registered or registerable in the Land Registry pursuant to the provisions of the Registration of Title Act, 1964 and all chattels both present and future, including the Company's interest in all buildings, fixtures (including, without limitation, trade fixtures) and the Company's fixed plant and machinery from time to time thereon TO HOLD the same as to so much thereof as is of freehold tenure unto the Bank in fee simple and as to so much thereof as is of leasehold tenure unto the Bank for the residue of the respective terms of years for which it from time to time holds the same less the last three days of each such term, subject to the proviso for redemption contained in Clause 33 PROVIDED that the Company hereby declares that the Company shall henceforth stand possessed of such of the said property as is of leasehold tenure for the last three days or respective last days of the term or terms of years for which the same is held by the Company, and for any further or other interest which the Company now has or may hereafter acquire or become entitled to in the

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# COMPANIES FORM No. 395 (Cont) AND FORM No. 410 (Scot)(Cont.)

## Particulars of a mortgage of charge (continued)

Continuation sheet No \_\_\_\_\_ 2

to Form No 395 and 410 (Scot)

Company Number

2398604

same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever, in trust for the Bank and to be conveyed assigned or otherwise dealt with whether to the Bank or its nominee or otherwise as the Bank shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property, and the Company further agrees that (subject as aforesaid) the Bank shall be entitled to the custody of all the title deeds of the said property, and the Company hereby further authorises the Bank as mortgagee during the continuance of this security to remove it or any other person from being a trustee in respect of the trust hereinbefore declared and to appoint the Bank or any other person or persons to be a trustee or trustees in respect of the said property, and whereupon to make a declaration vesting all and any of the Company's estate and interest in the said property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees, may be any Receiver or Receivers of the said property appointed by the Bank under the powers herein contained

- (2) CHARGES unto the Bank ALL THAT AND THOSE the Secured Property, title to which is registered or registerable in the Land Registry under the Registration of Title Act, 1964 together with all buildings, fixtures and fixed plant and machinery from time to time thereon with the payment, performance and discharge of the Secured Obligations
- (3) MORTGAGES AND CHARGES unto the Bank all other freehold, leasehold and other immoveable property at any time hereafter belonging to or any estate or interest vested in the Company including any estate or interest hereafter acquired in the Secured Property together with all rights, liberties, powers, easements, quasi easements and appurtenances (in each case of whatever nature) attached or appurtenant thereto and all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and all fixed plant and machinery from time to time therein or thereon, and
- (4) CHARGES AND ASSIGNS unto the Bank (to the extent that they are not otherwise subject to fixed security under this Deed) all of the Company's present and future benefits, rights, title and interest in the Insurances maintained or effected now or hereafter by the Company and the Insurance Proceeds,

**COMPANIES FORM No. 395 (Cont) AND FORM No. 410 (Scot)(Cont.)**

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

Continuation sheet No \_\_\_\_\_ 3

to Form No 395 and 410 (Scot)

Company Number

2398604

- (5) MORTGAGES AND CHARGES unto the Bank the benefit of all licences presently held or hereafter acquired by the Company (or a nominee of the Company) in connection with any business carried on by the Company in, on or in connection with the Secured Assets or the user of any of the Secured Assets and the full right to recover and receive all compensation which may at any time become payable to the Company (or any such nominee) on account of the non-renewal of any such licences,
- (6) CHARGES unto the Bank of Company's rights, title and interest in and to the Receivables and the Company's debts (other than the Company's book debts) revenues and claims (including choses in action which may give rise to a debt, revenue or claim) now and from time to time due or owing to it in connection with the Secured Property or any other property hereby mortgaged and charged including, without prejudice to the generality of the foregoing, all sums receivable by it by virtue of the Leases and Licences and all other leases, leasing agreements, agreements for lease or hire purchase agreements and the full benefit of all rights and remedies relating thereto, including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing,
- (7) CHARGES in favour of the Bank all the Company's rights and title to and interests and benefits in the Receivables Account and all moneys from time to time standing to the credit thereof,
- (8) CHARGES AND ASSIGNS all of the Company's rights, title and interests in and benefits under (but not obligations under) the Leases, the Licences and the Guarantees and all security from time to time granted to the Company as security under the Leases and the Licences and the full benefit of all rights and remedies relating thereto including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing and all the Company's powers of recovery in respect thereof (but not the Company's obligations thereunder),
- (9) MORTGAGES CHARGES AND ASSIGNS unto the Bank the full benefit of all covenants, agreements, charges, indentures, acknowledgements and undertakings in favour of the Company INCLUDING the full benefit of -

**COMPANIES FORM No. 395 (Cont) AND FORM No. 410 (Scot)(Cont.)**

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

Continuation sheet No \_\_\_\_\_ 4

to Form No 395 and 410 (Scot)

Company Number

2398604

- (i) any covenant, agreement or undertaking for road making or the provision of services or for the payment of road charges or expenses incurred with or in connection with the provision of services or the like in respect of all assets to which the Legal Mortgage applies ("Secured Assets") and any indemnity against payment of any such charges or expenses,
- (ii) any other covenants, agreement, undertaking, charge, right, remedy or indemnity in relation to the Secured Assets and any rent or payment in the nature of a rent payable thereout or charged thereon and any service charges, management charges, fines, insurance and other premiums and any other monies payable out of any lease, tenancy or licence of any part of the Secured Assets, whether such lease, tenancy or licence is created prior to subsequent to this Deed,
- (iii) all rights of the Company to be paid or receive compensation under any statute or enactment by reason of any compulsory acquisition or other exercise of compulsory or similar powers in relation to the Secured Assets by any local or other authority or government agency or body or any refusal, withdrawal or modification of any planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Secured Assets and so that the production of this Deed to the authority, body or person liable to pay such compensation or other payment shall be a sufficient authority to it or him to pay such compensation and/or other monies to the Bank.

**B** The Company shall not during the continuance of this Deed except with the prior written consent of the Bank

- (1) create, extend or permit to subsist any Encumbrance over the Secured Assets or any of them ranking in priority to or pari passu with or after the security hereby created, or
- (2) part with, sell, transfer, lend, lease or otherwise dispose of, whether by means of one or of a number of transactions related or not and whether at

**COMPANIES FORM No. 395 (Cont) AND FORM No. 410 (Scot)(Cont.)**

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

Continuation sheet No \_\_\_\_\_ 5

to Form No 395 and 410 (Scot)

Company Number

2398604

one time or over a period of time, the whole or any part of the Secured Assets

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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 02398604

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE AND CHARGE DATED THE 1st AUGUST 2007 AND CREATED BY COFTON IRISH INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND (IRELAND) LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th AUGUST 2007

A handwritten signature in black ink, appearing to be 'Rr'.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES