

# 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

[1211]

2775041

Name of company

\* BOURNSTON DEVELOPMENTS LIMITED

Date of creation of the charge

31 January 2002

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

Debenture

Amount secured by the mortgage or charge

All or any monies, obligations and liabilities owing by the Company to  
Anglo Irish Asset Finance Plc ("the Lender") or to any associated  
company of the Bank whether actual or contingent, present or future,  
owed solely, jointly or severally as principal, guarantor or surety  
together with interest, commission, banking charges and all legal and  
other costs charges and expenses.

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

Anglo Irish Asset Finance PLC  
5th Floor, Embassy House, 60 Church Street, Birmingham

Postcode B3 2DJ

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

freethcartwright  
Willoughby House  
20 Low Pavement  
Nottingham  
NG1 7EA

PDT

Time critical reference

For official Use  
Mortgage Section

Post room



A44  
COMPANIES HOUSE

0312  
06/02/02

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage the freehold land and buildings at Unit B Bow Bridge Close Bradmarsh Business Park Rotherham South Yorkshire ("the Property") together with any premises and fixtures on or in that property, the proceeds of sale of that property and the benefit of any covenants or rights attaching to that property.
- 2 By way of first fixed equitable charge all the Company's present and future interest in any freehold or leasehold property together with (in each case) any premises and fixtures on or in that property, the proceeds of sale of that property and the benefit of any covenants or rights attaching to that property.
- 3 By way of fixed charge the benefit of all existing and future book and other debts and rights to money and income (including the rental and other income of the Property);
- 4 By way of first fixed charge all of the Company's present and future interest in:-
  - 4.1 all stocks shares and other securities now or at any time during the continuance of the security owned by the Company;
  - 4.2 all rights and interests of the Company in, and claims under, all policies of insurance and assurance now or at any time during the continuance of the security held by or insuring to the benefit of the Company;
  - 4.3 all plant and machinery for the time being attached to the Property;
  - 4.4 all other plant, machinery, vehicles, computers and other equipment for the time being owned by the Company;

See continuation sheet

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



Date 4 February 2002

On behalf of [company] (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

Short particulars of the property mortgaged or charged – continued

- 4.5 the benefit of all rights and claims to which the Company is now or may in the future become entitled under a building contract made between the Company (1) and Parkfield Projects plc (2) and under an agreement for lease dated 11 September 2001 made between the Company (1) and T J Lowe plc (2) and under an option agreement dated 11 September 2001 made between the Company (1) and T J L Lowe (2) and all other guarantees contracts appointments warranties and other documents to which the Company is a party or in favour of the Company relating to any letting development or sale of the Property and all rights and claims under or associated with the same and all money now and in the future due to the Company pursuant to such documents;
- 4.6 all the Company's interest in all contracts present and future for the sale or lease of the Property and all money now and in the future due to the Company pursuant to such contracts;
- 4.7 the Company's goodwill;
- 4.8 all intellectual property rights and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income;
- 4.9 the uncalled capital of the Company;
- 4.10 the benefit of all licences consents and authorisations now or at any time during the continuance of the security held by the Company;
- 4.11 all the rights of the Company under any documentary letters of credit or bank guarantees issued in its favour and any bills of exchange and other negotiable instruments held by the Company; and
- 4.12 any money now or at any time after the date of the Debenture standing to the credit of any designated account of the Company.

5 By way of first floating charge all of the present and future undertaking, property and assets of the Company whatever and wheresoever not effectively charged pursuant to the previous clauses.

Note:-

The Debenture contains provisions that the Company shall not without the prior consent in writing of the Lender:-

- 1 create or purport or attempt to create, any mortgage, charge or encumbrance on any freehold or leasehold property, other land (wherever situate) or any of the assets charged by the Debenture or in any dispose of the equity of redemption relating to them or any interest in them;
- 2 create or permit to exist any mortgage, debenture, charge, pledge, lien or other interest (whether express or arising by operation of law) on or affecting any part of the assets charged by the Debenture; or
- 3 sell, transfer or otherwise of the assets charged by the floating charge except by way of sale in the ordinary course of business.

Short particulars of the property mortgaged or charged – continued

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- 4.6 all the Company's interest in all contracts present and future for the sale or lease of the Property and all money now and in the future due to the Company pursuant to such contracts;
- 4.7 the Company's goodwill;
- 4.8 all intellectual property rights and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income;
- 4.9 the uncalled capital of the Company;
- 4.10 the benefit of all licences consents and authorisations now or at any time during the continuance of the security held by the Company;
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- 2 create or permit to exist any mortgage, debenture, charge, pledge, lien or other interest (whether express or arising by operation of law) on or affecting any part of the assets charged by the Debenture; or
- 3 sell, transfer or otherwise of the assets charged by the floating charge except by way of sale in the ordinary course of business.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02775041

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st JANUARY 2002 AND CREATED BY BOURNSTON DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH ASSET FINANCE PLC WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th FEBRUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th FEBRUARY 2002.

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —