

000296/10

**M**

## COMPANIES FORM No. 395

**395****Particulars of a mortgage or charge**

CHWP000

**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

Pursuant to section 395 of the Companies Act 1985

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

14

1717814

Name of company

\* insert full name  
of Company

\* DELTA VALE CONSTRUCTION LIMITED (the "Company")

Date of creation of the charge

14 MAY 2003

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

Deed of Legal Mortgage (the "Mortgage") made between the Company and Svenska Handelsbanken AB (publ) (the "Bank")

Amount secured by the mortgage or charge

- 4
- (i) All present and future indebtedness of the Company to the Bank on any current, advance, loan or other account whatsoever;
  - (ii) all other liabilities and obligations whatsoever of the Company to the Bank, present or future, actual or contingent, howsoever arising and whether or not initially incurred to the Bank (including, without limitation, liabilities and obligations as surety or guarantor); and

....cont/d

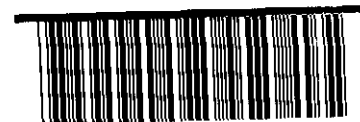
Names and addresses of the mortgagees or persons entitled to the charge

Svenska Handelsbanken AB (publ), Trinity Tower, 9 Thomas More Street,  
London

Postcode E1 1GE

Presentor's name address and  
reference (if any) :Svenska Handelsbanken AB  
(publ)  
5<sup>th</sup> FLOOR, WATERLOO HOUSE  
20 WATERLOO STREET  
BIRMINGHAM B2 5TB

Time critical reference

For official Use  
Mortgage SectionBIR  
COMPANIES HOUSE

\*B9623L3J\*

0319  
20/05/03

Short particulars of all the property mortgaged or charged

By way of legal mortgage the property specified in the Schedule to the Mortgage (being the property or properties short particulars of which are set out below) (herein referred to as the "Mortgaged Property" which expression shall where the context admits or requires include either the whole or any part thereof) and with the benefit of all existing and future leases, underleases, tenancies, agreements for lease, rights, covenants, undertakings, warranties, guarantees, indemnities and conditions from time to time affecting the same (subject to the provisions of the Mortgage) but otherwise free from encumbrances. Short particulars of the property/properties referred to in the Schedule to the Mortgage are as follows:-

**FREEHOLD LAND ADJOINING 2 LIGHTWOOD CLOSE, KNOWLE, SOLIHULL B93 9LS  
WEST MIDLANDS**

**REGISTERED TITLE NUMBER WM798457**

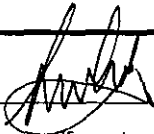
Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

**NIL**

Signed



Date **15<sup>th</sup> MAY 2003**

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:-

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

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

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

Company number

1717814

Name of company

DELTA VALE CONSTRUCTION

(the "Company")

Limited \*

\* delete if  
inappropriate

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

- (iii) all obligations in respect of legal and other costs, charges, fees and expenses (including, without limitation, value added tax) now or in the future owed to or incurred directly or indirectly by the Bank in relation to the security constituted by the Mortgage or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered or made to the Company or in relation to the enforcement or attempted enforcement of any such security or in relation to any judicial, arbitration or other proceedings (by whomsoever and wheresoever commenced) in connection with any such security or its enforcement or attempted enforcement, or arising out of, or in relation to, any action undertaken by or on behalf of the Bank, or by a receiver appointed by the Bank, in respect of or in any way relating to the Mortgage or the property thereby charged or arising out of or in any way relating to or in respect of any such aforementioned indebtednesses, liabilities or obligations on a full and unqualified indemnity basis

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

(whether any such indebtedness, liability or obligation shall be the sole indebtedness, liability or obligation of the Company or shall be a joint indebtedness, liability or obligation with any other person, firm or company and whether with or without other security and whether any such indebtedness, liability or obligation arises or is incurred or payable in the United Kingdom or elsewhere) together in each of the cases mentioned in (i), (ii) and (iii) above with all interest, fees, commissions and bank and discount charges due or owing or payable to the Bank from or by the Company, such interest being computed and compounded in each such case according to the usual practice of the Bank and so that interest shall be payable at the same rate as well after as before any judgment.

NOTE:

The Company covenants with and undertakes to the Bank in the Mortgage that it will not without the prior consent in writing of the Bank:

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

- a) convey, assign, transfer, charge or otherwise dispose of or agree to convey, assign, transfer, charge or otherwise dispose of the Mortgaged Property or any interest therein or exercise or agree to exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Law of Property Act, 1925 or by common law or otherwise grant any lease, tenancy or licence for occupation or other right or interest to occupy the Mortgaged Property; and
- b) suffer any person (other than the Company) to be registered as proprietor under the Land Registration Acts for the time being in force of the Mortgaged Property which is not already registered.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01717814

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 14th MAY 2003 AND CREATED BY DELTA VALE CONSTRUCTION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SVENSKA HANDELSBANKEN AB (PUBL) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th MAY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MAY 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —