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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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)

Name of company

* Bovale Limited ("Company")

Date of creation of the charge

23 October 2006

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

Legal charge ("Charge")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or alone or in any other capacity whatsoever) of the Company to the Lender or any other company which is a member of the same group of the companies as the Lender (including all monies covenanted to be paid under the Charge) ("Secured Obligations").

All capitalised terms not defined elsewhere in this form 395 are as defined in annexure 1 to this form 395.

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

Anglo Irish Asset Finance plc, 1 Marsden Street, Manchester ("Lender")

Postcode M2 1HW

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

DLA Piper UK LLP
101 Barbirolli Square
Manchester
M2 3DL

SL/MANDP/117809/120266/11570944

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



A13
COMPANIES HOUSE

124
28/10/2006

1. The Company, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as a continuing security for payment of the Secured Obligations, charged and agreed to charge in favour of the Lender:
 - (a) by way of first legal mortgage the Property;
 - (b) by way of assignment the Rental Income and the benefit to the Company of all other rights and claims to which the Company is at the date of the charge or may in future become entitled in relation to the Property including but not limited to all rights and claims of the Company against all persons who as at the date of the charge are or have been or may become lessees sub-lessees licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons;

cont...

Particulars as to commission allowance or discount (note 3)

Nil

Signed *DIA Ripe UN UP.*

Date 27 October 2006

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ † Anglo Irish Asset Finance plc

Please do not write in this margin

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

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

Name of company

*insert full name
of Company

* Bovale Limited ("Company")

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 description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

(c) by way of assignment:

- (i) the benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any professional advisers or contractors or third parties as at the date of the charge or at any time engaged by the Company in relation to the Property and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items as at the date of the charge or from time to time in the buildings erected or to be erected on the Property and any other person firm or company as at the date of the charge or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons;
- (ii) the benefit of all Development Contracts and Agreements (if any) and the benefit of any guarantee and security for the performance of any of the Development Contracts or Agreements, all the proceeds of any claim award or judgment arising out of any Development Contract and/or Agreement and all sums paid or payable to the Company under or in respect of any Development Contract and/or Agreement provided that if any Development Contract, Agreement, other document, guarantee or security is expressed to be non-assignable then the Company charges by way of fixed charge its interest in and the benefit of it;
- (iii) all right title and interest of the Company in and to all payments made under any and all present and future insurance policies in respect of the Security Assets;
- (d) by way of assignment all its rights under any agreement or arrangement entered into as at the date of the charge or in the future by the Company with any person for the purpose of or in connection with the fixing capping or hedging of the rate of interest payable by the Company in respect of any borrowing or indebtedness and any rights or option to enter into any such agreement or arrangement;
- (e) by way of assignment the goodwill of the Business and the benefit of all present and future licences and permits held in connection with the Business;
- (f) by way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Lender including all receipts from time to time paid into an account in accordance with clause 3.5 of the Charge;

Name of company

*insert full name
of Company

* Bovale Limited ("Company")

(g) by way of floating charge all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Property and the benefit of all contracts, licences and warranties and the same.

2. The Company shall not, nor agree to, without the prior written consent of the Lender create or permit to subsist any Security Interest on any Security Asset except as a Security Interest which is expressly permitted by the relevant Facility Agreement.

Any terms not defined elsewhere in this form 395 are as defined in annexure 1 to this form 395.

Bovale Limited

Annexure 1 to Form 395

Definitions

"Agreement" means all and any agreements relating to the Property, including but not limited to those described in annexure 3 to this form 395;

"Building Contract" means any building contract entered into or to be entered into by the Company in relation to or for the purposes of any Development;

"Business" means the business (if any) carried on by the Company at the Property;

"Development" means:

- (a) any works of construction on the Property; or
- (b) any refurbishment of the Property

in accordance with the plans and specifications approved or to be approved by or on behalf of the Lender;

"Development Contracts" means any Building Contract, the existing and future terms of appointment of any architects, quantity surveyors, engineers and other consultants or persons whose services are required for a Development, all existing and future warranty agreements in favour of the Company which relates to a Development and any other existing and future agreement relating to the acquisition, construction, management, design, servicing, marketing, development, operation and use of the Property;

"Facility Agreement" means all and any loan agreements, facility letters or other documents entered into between the Company and the Lender which give rise to the Secured Obligations;

"Property" means the property specified in annexure 2 of this form 395 and, where the context so admits, includes:

- (a) all buildings, erections, fittings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of the whole or any part of that property; and
- (d) the benefit of all covenants given in respect thereof;

"Rental Income" means all amounts payable to or for the benefit of the Company arising from the letting use or occupation of the Property including (but without double counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for performance of any occupational tenant's obligations;

- (c) any other monies payable in respect of use and/or occupation;
- (d) proceeds of insurance in respect of loss of rent;
- (e) receipts from or the value of consideration given for the surrender or variation of any letting;
- (f) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, the Property;
- (g) proceeds paid for a breach of covenant under any occupational lease and for expenses incurred in relation to any such breach;
- (h) any contribution to a sinking fund paid by an occupational tenant;
- (i) any contribution by an occupational tenant of the Property to ground rent due under any lease out of which any Company derives its interest in the Property;
- (j) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (k) interest, damages or compensation in respect of any of the items in the definition;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Charge;

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

Company number: 02594369

Bovale Limited

Annexure 2 to Form 395

The Property

Registered land

Address	County/District/London Borough	Title number
Still House, Village Way, Bilston, West Midlands WV14 0U3	West Midlands	WM 567600

Company number: 02594369

Bovale Limited

Annexure 3 to Form 395

The Agreements

None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02594369

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 23rd OCTOBER 2006 AND CREATED BY BOVALE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE LENDER OR ANY OTHER COMPANY WHICH IS A MEMBER OF THE SAME GROUP WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd NOVEMBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —