

M

CHFP025

Please do not
write in
this margin

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 £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)

For official use

Company number

1411

02594369

Name of company

* Bovale Limited

Date of creation of the charge

22 April 2008

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 owed 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 this 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, trading as Anglo Irish Development Finance ("Lender")
c/o Andlo Irish Bank Corporation PLC, 10 Old Jewry, London

Postcode EC2R 8DN

Presenter's name address and
reference (if any)

DLA Piper UK LLP
101 Barbirolli Square
Manchester
M2 3DL

KJB/LMA/117809/120398

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



A69

AKP4LZDK

02/05/2008

COMPANIES HOUSE

65

Short particulars of all the property mortgaged or charged

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, charges and agrees 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 now or may in future become entitled to in relation to the Property including but not limited to all rights and claims of the Company against all persons who now or have been or may become lessees sublessees licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons,

P + 91

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 DLA Piper UK LLP

Date 1 May 2008

On behalf of ~~XXXXXXXXXXXXXXX~~ [chargee] † Anglo Irish Asset Finance PLC

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

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 descriptions 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 now 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 now or from time to time in the buildings erected or to be erected on the Property and any other person firm or company now 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 now 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 right 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,

(g) by way of floating charge all moveable plant machinery implements utensils furniture and equipment now or from time to time

Company number

02594369

Name of company

*insert full name
of Company

* Bovale Limited

placed on or used in or about the Property and the benefit of all contracts, licences and warranties and the same,

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, supplemental facility letters or other documents or agreements 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
<u>Land at Mill Lane,</u> <u>Oldbury</u>	West Midlands	<u>WA349071</u> and <u>WM711979</u>

Company number: 02594369

Bovale Limited

Annexure 3 to Form 395

The Agreements

None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2594369
CHARGE NO. 41**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 22 APRIL
2008 AND CREATED BY BOVALE LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
ANGLO IRISH ASSET FINANCE PLC TRADING AS ANGLO IRISH
DEVELOPMENT FINANCE OR ANY OTHER COMPANY WHICH
IS A MEMBER OF THE SAME GROUP ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 2 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MAY 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**