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COMPANIES FORM No. 395

Particulars of a mortgage or charge

105653/13

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

43

2594369

Name of company

* Bovale Limited ("Chargor")

Date of creation of the charge

17 June 2008

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

Legal charge ("Legal Charge")

Amount secured by the mortgage or charge

4 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 Chargor 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 Legal Charge), provided that no obligation or liability shall be included in the definition of Secured Obligations to the extent that, if it were so included, the Legal Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

All capitalised terms, except those defined elsewhere in this Form 395, are defined in Annexure 1 to this form

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

Anglo Irish Asset Finance Plc ("Lender"), 10 Old Jewry, London

Postcode EC2R 8DW

Presenter's name address and
reference (if any)

DLA Piper UK LLP
101 Barbirolli Square
Manchester
M2 3DL

CAS/108287/120000/19765582

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



AMT810U9

A12

24/06/2008

44

COMPANIES HOUSE

1. GRANT OF SECURITY

(a) The Chargor, 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

(i) by way of first legal mortgage the Property,

(ii) by way of fixed charge

(A) all proceeds of sale of the whole or any part of the Property, and

(B) all fittings at any time on the Property,

continued at addendum 4/4

Particulars as to commission allowance or discount (note 3)

Nil

Signed

DA Rpe UK LLP

Date 23 June 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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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
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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 ("Chargor")

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)

- (iii) by way of assignment the Rental Income and the benefit to the Chargor of all other rights and claims to which the Chargor was at the time of the Legal Charge or may in future become entitled in relation to the Property including but not limited to all rights and claims of the Chargor against all persons who at the time of the Legal Charge were 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,
- (iv) by way of assignment
 - (A) 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 at the time of the Legal Charge or at any time engaged by the Chargor in relation to the Property and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items at the time of the Legal Charge or from time to time in the buildings erected or to be erected on the Property and any other person firm or company at the time of the Legal Charge or from time to time under contract with or under a duty to the Chargor and the benefit of all sums recovered in any proceedings against all or any of such persons,
 - (B) the benefit of all Agreements and the benefit of any guarantee and security for the performance of any Agreement and all sums paid or payable to the Chargor under or in respect of any Agreement,
 - (C) all right title and interest of the Chargor in and to all payments made under any and all present and future insurance policies in respect of the Security Assets,
- (v) by way of assignment all its rights under any agreement or arrangement entered into at the time of the Legal Charge or in the future by the Chargor with any person for the purpose of or in connection with the fixing capping or hedging of the rate of interest payable by the Chargor in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement,

Name of company

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* Bovale Limited ("Chargor")

- (vi) 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,
- (vii) by way of fixed charge all funds standing to the credit of the Chargor 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(e) of the Legal Charge,
- (viii) by way of floating charge all moveable plant machinery implements utensils furniture and equipment at the time of the Legal Charge or from time to time placed on or used in or upon the Property and the benefit of all contracts, licences and warranties and the same

2. RESTRICTION ON DEALINGS

The Chargor agreed that it shall not do nor agree to do any of the following without the prior written consent of the Lender

- (a) 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, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset

3. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appointed the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Legal Charge, including under clause 16 of the Legal Charge. The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under clause 17 of the Legal Charge

All capitalised terms, except those defined elsewhere in this Form 395, are defined in Annexure 1 to this form

BOVALE LIMITED

ANNEXURE TO FORM 395

ANNEXURE 1

In this Form 395 the following terms have the following meanings

"Agreement" means all and any agreements relating to the Property, including but not limited to those described in Annexure 2 to this Form 395,

"Business" means the business (if any) carried on by the Chargor at the Property,

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

"Property" means the property specified in Annexure 2 to this Form 395 and, where the context so admits, includes

- (a) all buildings, erections, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Lender under the Legal Charge,

"Rental Income" means all amounts payable to or for the benefit of the Chargor 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 Chargor 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 Legal Charge, and

"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: 2594369

BOVALE LIMITED

ANNEXURE TO FORM 395

ANNEXURE 2

The Property

Registered Land

Address	Administrative area	Title number
<u>Leasehold land and buildings on the north side of Bentley Moor Lane, Adwick-le-Street, Doncaster</u>	Doncaster	<u>SYK208076</u>
<u>Leasehold land and buildings on the north east side of Altrincham Road, Sharston, Manchester</u>	Manchester Didsbury	<u>GM854029</u>

Unregistered land

None

Part 2

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. 43**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 17 JUNE
2008 AND CREATED BY BOVALE LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
ANGLO IRISH ASSET FINANCE PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 24 JUNE 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JUNE 2008



Companies House
— for the record —



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