

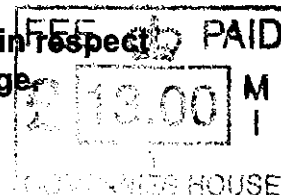
# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge



28/3/06

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

1119

01659656

Name of company

\* University of Warwick Science Park Limited (the "Company")

\*insert full name of Company

Date of creation of the charge

31 March 2006

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

Charge Deed dated 31 March 2006 granted by the Company in favour of AWM (as defined below) (the "Charge").

Amount secured by the mortgage or charge

Please see Part 2 of the attached Schedule.

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

Advantage West Midlands of 3 Priestley Wharf, Holt Street, Birmingham  
("AWM")

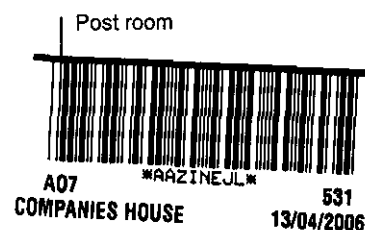
Postcode B7 4BN

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

Pinsent Masons  
3 Colmore Circus  
Birmingham  
B4 6BH  
MZB/601912.07010/EMP  
20657419.1 (20657396)

Time critical reference

For official Use (02/00)  
Mortgage Section



Short particulars of all the property mortgaged or charged

See Part 3 of the attached Schedule

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

Piment Masons

Date

13 April 2006

On behalf of ~~[company]~~ [mortgagee/chargee] †

*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

## **SCHEDULE**

### **Part 1**

#### **Definitions**

- "Agreed Letting Strategy"** means the strategy detailed or agreed pursuant to and in accordance with the Funding Agreement
- "Funding Agreement"** means the funding agreement dated 31 March 2006 between (1) AWM and (2) the Company pursuant to which AWM agrees to provide funding to the Company for the acquisition and refurbishment of the Property
- "Property"** means the property described in Part 4 of this Schedule
- "Secured Liabilities"** means all money, liabilities and obligations at the date of the Charge or at any time after the date of the Charge owed or incurred by the Company to AWM howsoever incurred under the Funding Agreement and/or under the Charge and including (without limitation) interest, costs, charges and expenses charged by AWM at rates agreed between it and the Company or in the absence of express agreement, in accordance with AWM's normal practice for the time being
- "Security"** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security

### **Part 2**

#### **Amount secured by the mortgage or charge**

The Secured Liabilities.

### **Part 3**

#### **Short particulars of the property mortgaged or charged**

Pursuant to the Charge, the Company with full title guarantee charged the Property by way of legal mortgage as a continuing security to AWM for the discharge of the Secured Liabilities.

#### **NB**

1. Pursuant to the Charge it was agreed that the Company shall not:-
  - 1.1 without the prior consent in writing of AWM, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Property or any part of it provided always that AWM shall not unreasonably withhold or delay its consent to any bank mortgage raised by the Company (provided that the aggregate of such advance(s) shall not exceed 50% of the open market value of the Property at the date of grant and in the event of any dispute as to "open market value" such matter will be determined by an independent chartered surveyor acting as an expert appointed in default of agreement between the Company and AWM by or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors) and if so

reasonably required by the mortgagee thereof AWM shall enter into a deed of priority with such mortgagee giving to the mortgagee priority over the Charge;

- 1.2 dispose of the Property or any part of it or agree so to do and for these purposes the term "disposal" shall include any form of disposal of any interest in the Property including any conveyance, transfer, lease (save for an underlease granted in accordance with the Agreed Letting Strategy) assignment, sale, right to use or occupy, surrender or the creation of any other form of legal or equitable interest in or over the Property (or any part of it) or any option in respect of any of the foregoing provided always that any bona fide arm's length intending occupational lessee of any unit or units forming a lettable part of the Property (where such letting shall be for a term not exceeding five years and shall be excluded from security of tenure) shall be entitled to rely upon the certificate of the Company that such underletting complies with the Agreed Letting Strategy; or
- 1.3 do or cause or permit to be done anything which may in any way reduce, jeopardise or otherwise prejudice the value to AWM of the Property.
2. Pursuant to the Charge it was agreed that the Charge shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

#### **Part 4**

#### **Property**

✓  
All that leasehold land and buildings thereon known at the date of the Charge as The Barclays Venture Centre, Sir William Lyons Road, Coventry CV4 7EZ shown edged red on the plan attached to the Charge forming part only of title WM623870 and previously registered under titles WM658942 and WM658946

P  
T/W

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01659656

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 31<sup>st</sup> MARCH 2006 AND CREATED BY UNIVERSITY OF WARWICK SCIENCE PARK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ADVANTAGE WEST MIDLANDS 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 13<sup>th</sup> APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20<sup>th</sup> APRIL 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES