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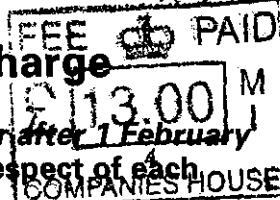
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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge.



395

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

25

02775041

Name of company

* Bournston Developments Limited (the "Company")

Date of creation of the charge

13 September 2005

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

Charge Deed

Amount secured by the mortgage or charge

The Advance (as defined in the Charge) and all other monies which now are or at any time afterwards may be or become due from the Company to Leeds Building Society (the "Chargee") and all obligations and liabilities whether actual or contingent (including any further advance made by the Chargee after the date of the Charge and secured directly or indirectly by the Charge) now or afterwards owed by the Company to the Chargee whether on any current or other account or otherwise in any manner whatever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) and whether originally owing to the Chargee or purchased or otherwise acquired by it together with interest to date of payment at such rates and upon such terms as may from time to time be determined by the Chargee in accordance with the Charge or the Loan Agreement (as defined in the Charge) and all commission, fees, and other charges and all legal and other costs and expenses (including internal administrative costs) incurred by the Chargee in relation to the Charge in enforcing or seeking to enforce the security created by the Charge on a full indemnity basis (including those in connection with the acts or matters referred to in the Charge); and

(see continuation sheet)

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

Leeds Building Society
105 Albion Street, Leeds

Postcode LS1 5AS

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

Gordons
Riverside West, Whitehall Road
Leeds
West Yorkshire LS1 4AW
DX 729680 - Leeds 68
EKM/LEE1/33

Time critical reference

For official use (02/00)

Mortgage Section

Post room



A19
COMPANIES HOUSE

0345
22/09/05

Short particulars of all the property mortgaged or charged

The Company as continuing security for the payment of all the Secured Liabilities (as defined in the Charge Deed) and with full title guarantee charges to the Chargee:-

- a) by way of legal mortgage the property described in the Schedule below together with all buildings thereon and all Fixtures (as defined in the Charge) subject to and with the benefit of all rights, easements, covenants, restrictions, stipulations, agreements, declarations and other matters affecting and/or benefiting the same and every part thereof;
- b) by way of fixed charge all the income from time to time arising or payable to or on behalf of the Company in relation to the Property, the proceeds of any Disposal (as defined in the Charge) in respect of the Property and all deeds and documents from time to time relating to the same and all Insurance Proceeds (as defined in the Charge);
- c) assigns to the Chargee the Property Rights (as defined in the Charge);
- d) by way of fixed charge the equipment and goods referred to in the Schedule (if any) and any other plant and machinery which may from time to time be erected on or affixed to the Property (as defined in the Charge);
- e) by way of floating charge the undertaking and all other property assets and rights of the Company whatsoever and wheresoever both present and future.

(see continuation sheet)

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A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

Signed Gordon

Date 21 / 9 / 2005

On behalf of ~~company~~ Chargee

Notes

† Delete as
appropriate

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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

02775041

Please complete
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Name of company

Bournston Developments Limited (the "Company")

~~limited~~

*Delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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lettering.**

- Commission interest, fees and charges to date of payment (as well after as before any demand or judgment) at the rates and upon the terms from time to time agreed between the Company and the Chargee or, if there is no such agreement, determined by the Chargee in accordance with the Charge or the Loan Agreement; such interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Chargee but without prejudice to the right of the Chargee to require payment of such interest when due; and
- All costs, fines, charges, fees, insurance premiums or other monies from time to time owing by the Company to the Chargee under the Charge or any Loan Agreement and any other money expended by the Chargee in connection with this Charge; the Company will pay interest on such sums at the rate applicable to the Advance (or if there is more than one such rate at such applicable rate as the Chargee shall select) from the date on which they are due and payable or the date on which they are expended by the Chargee; and
- All costs, charges and expenses incurred by the Chargee in relation or incidental to the making of any advances to the Company or in relation or incidental to this security prior to its execution.

Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
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block lettering

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

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f) assigns to the Chargee all goodwill and the Intellectual Property Rights (as defined in the Charge Deed);

The Chargee shall be entitled at any time by notice in writing to the Company to convert any of the floating charges into fixed charges as regards any assets specified in the notice.

NOTE:

The Company may not:

- create or allow any Security (as defined in the Charge) over the Property other than any floating charge permitted under the terms of the Charge;
- without the prior written consent of the Chargee, grant or agree to grant any lease, agreement for lease or licence in respect of the Property, or part with or share possession of the Property or grant any legal or equitable interest in or right over the Property;
- accept any surrender of any lease, agreement for lease or licence of the Property;
- vary the terms of any lease, agreement for lease or licence of the Property;
- make any Disposition (as defined in the Charge) of the Charged Property (as defined in the Charge) or any estate or interest in it;
- make any Disposition of the Charged Property charged by way of floating charge other than in the ordinary course of and for the purposes of, carrying on its business while the floating charge remains uncrystallised; or
- create or allow any Security over the Charged Property whether ranking before, pari passu with or after this Charge.

SCHEDULE

All that leasehold land known as 278 - 290 (even numbers) Huntingdon Street, Nottingham, registered under title number NT321627 (and so that references to the Property shall include the whole or any part or parts thereof).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02775041

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 13th SEPTEMBER 2005 AND CREATED BY BOURNSTON DEVELOPMENTS LIMITED FOR SECURING THE ADVANCE AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LEEDS BUILDING SOCIETY 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 22nd SEPTEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th SEPTEMBER 2005 .

Pargella



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES