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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

302376-26

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[19]

4069024

Name of company

* BJ (202) Limited ("Company")

Date of creation of the charge

6 December 2007

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

Legal Charge ("Charge")

Amount secured by the mortgage or charge

All monies and liabilities which are now or shall at any time hereafter be due, owing or incurred (whether on or at anytime after demand) to the Beneficiary by the Chargor anywhere and all other liabilities whatsoever of the Chargor to the Beneficiary, present future actual and/or contingent whether owing from the Chargor solely and whether as principal or surety or from the Chargor jointly with any other Chargor or companies person or persons and including all interest commission discount or other lawful costs charges or expenses which the Beneficiary concerned may in the course of its business charge in respect of the matters aforesaid and so that interest shall be computed and compounded according to the usual mode of the Beneficiary as well after as before any demand made or judgement obtained hereunder 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 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")

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

Anglo Irish Asset Finance plc (as agent and Security Trustee on behalf of the Beneficiary) whose registered office is care of Anglo Irish Bank Corporation plc, 10 Old Jury, London ("Security Trustee")

Postcode EC2R 8DN

Presentor's name address and
reference (if any)

DWF LLP
5 Castle Street
Liverpool
L2 4XE

JCS/57151/10

Time critical reference

For official Use (06/2005)
Mortgage Section

WEDNESDAY

Post room



A04 19/12/2007 80
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 As a continuing security for the performance and discharge of the Secured Liabilities and with full title guarantee the Company jointly with BJ (201) Limited (together the "Chargor"), as beneficial and legal owner charges and assigns absolutely to the Security Trustee

a) by way of first legal mortgage the Property,

b) by way of first fixed charge all buildings, the Fixtures and other structures on and items fixed to the Property,

c) by way of first fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property

2 Notwithstanding any discharge, release or settlement from time to time between the Security Trustee and the Chargor if any Security Interest disposition or payment granted or made to the Security Trustee in respect of the Secured Obligations by the Chargor or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Security Trustee shall be entitled thereafter to enforce the Charge as if no such discharge release settlement had occurred

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 **DWF LLP**

Date **14 December 2007**

On behalf of ~~XXXXXXXX~~ [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**

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)

3 Under clause 8.2 of the Charge the Chargor undertakes and agrees with the Security Trustee throughout the Security Period it will not

a) sell, transfer, part with possession of or otherwise assign, deal with, dispose of, sub let or grant any option or right of first refusal over the Secured Property or any interest therein or attempt to agree to do any of the same,

b) create or attempt or agree to create or permit to arise or exist any Security Interest except Permitted Security Interests over the Secured Property or any interest therein (except under or pursuant to the Charge) and no Security Interest purported to be created in breach of this restriction shall take priority over or rank pari passu with the Charge;

c) do or cause or permit to be done anything which will depreciate, jeopardise or otherwise prejudice the value of the Secured Property

4. Under clause 9.3 of the Charge the statutory power of sale, of appointing a receiver and other statutory powers conferred on mortgagees by Section 101 of the Law of Property Act 1925 as varied and extended by the Charge shall arise on the date of the Charge provided that the Security Trustee shall not exercise any power of sale until the security constituted by the Charge has become enforceable.

5. Under clause 9.5 of the Charge the statutory powers of sale, leasing and accepting surrenders exercisable by the Security Trustee under the Charge are extended so as to authorise the Security Trustee in its own name or that of the Chargor, to grant a lease or leases of the whole or any part or parts of any of the Properties with whatever rights and containing whatever covenants and on such terms and conditions as the Security Trustee thinks fit

6 Under clause 9.6 of the Charge upon any sale by the Security Trustee of any part of the Secured Property the purchaser shall not be bound to see or enquire whether the power of sale of the Security Trustee has arisen, the sale shall be deemed for all purposes to be within the power of the Security Trustee and the receipt of the Security Trustee for the purchase money shall effectively discharge the Purchaser who shall not be concerned with the manner of application for proceeds of sale or be in any way answerable for them

7 Under clause 14.1 of the Charge, no person dealing with the Security Trustee or any Receiver or Delegate shall be concerned to enquire

a) whether the rights conferred by the Charge are exercisable,

b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,

c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights, or

d) as to the application of any money borrowed or raised

8 Under clause 14.2 of the Charge, all the protection to purchasers contained in sections 104 and 107 of the Law of Property Act 1925 Section 42 (3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person dealing with the Security Trustee any Receiver or any Delegate

9 Under clause 18 of the Charge the Chargor irrevocably appoints the Security Trustee and any person deriving title under it by way of security jointly and severally to be its attorney (with full power of substitution) and in its name or otherwise on its behalf and as its act and deed to sign, seal, execute, deliver perfect and do all deeds, instruments, acts or things which may be required or which the Security Trustee shall think proper or expedient for carrying out any obligations imposed on the Chargor under the Charge or for exercising any of powers conferred by the Charge or for giving to the Bank the full benefit of the security granted by the Charge and so that this appointment shall operate to authorise the Security Trustee to do on behalf of the Chargor anything that it can lawfully do by an attorney The Chargor ratifies and confirms and agrees to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do

10 Under clause 20.8 of the Charge sections 93 and 103 of the Law of Property Act 1925 shall not apply to the Charge

The following terms have the following meaning in respect of the Charge.

"Beneficiary" means each of the following

Anglo Irish Asset Finance plc (company number 3091082)

Anglo Irish Bank Corporation plc (company number NF003327)

Anglo Irish Property Lending Limited (company number 03504721)

and any subsidiary or holding company of any of the above companies and any subsidiary of any such holding company from time to time

"Delegate" means any delegate or sub delegate appointed pursuant to clause 11 2 of the Charge

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Permitted Security Interest" means any mortgage, charge, pledge lien or other security interest securing any obligation of any person or any other agreement having similar effect approved by the Security Trustee in writing prior to the date of the Charge

"Property" means land at Atlantic Industrial Estate, Dunnings Bridge Road, Bootle registered at H.M.Land Registry with title number MS530281

"Receiver" means a receiver manager or other receiver or similar officer appointed by the Security Trustee in respect of all or part of the Secured Property and shall, if allowed by law, include an administrative receiver

"Security Interest" means any mortgage, charge, pledge, lien or other security interest securing any obligation or any person or any other agreement having similar effect.

"Security Period" means the period beginning at the date of the Charge and ending on the day on which all of the Secured Obligations have been unconditionally and irrevocably paid in full,

"Secured Property" means all the assets for time to time subject, or expressed to be subject, to the Security Interests created by the Charge or any part of those assets

Company number

4069024

Name of company

*insert full name
of Company

* BJ (202) Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04069024

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 6th DECEMBER 2007 AND CREATED BY BJ (202) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGOR TO THE BENEFICIARY 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 19th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th DECEMBER 2007

A handwritten signature in black ink, appearing to be 'R.R.' or similar, located on the left side of the page.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES