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COMPANIES FORM No. 395

A/C 00400024

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

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

CHFP025

To the Registrar of Companies

For official use

Company Number

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

*Insert full name of
company

Name of company

DOMAINE DEVELOPMENTS LIMITED a company registered in England and Wales with registration number 04152665 (Chargor)

Date of creation of the charge

7 August 2008

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

Supplemental Legal Charge being supplemental to a deed of debenture dated 24 July 2003 between (1) the Chargor and (2) the Lender (as defined below) (Deed)

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 in any other capacity whatsoever, of the Chargor to the Lender except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (Secured Liabilities)

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

ANGLO-IRISH ASSET-FINANCE-PLC-(trading-as-Anglo-Irish-Development-Finance) (Registered in England and Wales No 3091082) whose registered office is at 10 Old Jewry, London, EC3R 8DN (Lender)

Presentors name address and
reference (if any)

ADDLESHAW GODDARD LLP
ALDER CASTLE
10 NOBLE STREET
LONDON EC2V 7JW

Ref PELOA/307031-8387
(Alex Pelopidas)

For official use

Mortgage Section

Post room

THURSDAY



LD5

LJ3QW294

14/08/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please c
write in
this man

| | |
|-----|--|
| 1 | Fixed Charge |
| 1 1 | Charge The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 2 2 of the Deed (Title Guarantee) (referred to as clause 1 2 in this Form 395), (a) charged in favour of the Lender by way of first legal mortgage <u>all its right, title and interest in and to the Legally Mortgaged Property, and</u> (b) <u>assigned all rental income and any guarantee of rental income contained in or relating to any Occupational Lease</u> |
| 1 2 | Title Guarantee (a) Every disposition effected by the Deed was made with full title guarantee |

Please c
legibly,
in black
bold bla
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed Adelle Shaw Goddard LLP Date 13 August 2008

On behalf of {company} mortgagee/chargee 1

1 delete
appropri

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 Cheques and Postal Orders are made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF4 3UZ

- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants

2 Restrictions on dealings

The Chargor undertook that it shall not

- (i) create or permit to subsist any financial encumbrance or any interest by way of security of whatsoever nature on any Security Asset other than Permitted Encumbrances and as created by the Deed, or
- (ii) sell, transfer, grant, (or other than the Occupational Leases) lease or otherwise dispose of any Security Asset, except as permitted by the terms of the Facility Agreement

3 Further Assurances

The Chargor agreed that it shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Lender or a Receiver may reasonably require for

- (a) perfecting or protecting the security intended to be created by the Deed over any Security Asset, and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of its or their delegates or sub delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Lender or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient

4 Definitions

In this Form 395

Facility Agreement means the facility agreement made between the Chargor as borrower and Anglo Irish Asset Finance Plc (trading as Anglo Irish Development Finance) as lender dated 28 February 2003 (as amended and restated from time to time)

Legally Mortgaged Property means the freehold property specified in schedule 1 (Legally Mortgaged Property)

Occupational Lease means any agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Legally Mortgaged Property may be subject from time to time including those specified in schedule 2 (Occupational Leases) and, if the Chargor itself has a leasehold interest in the Legally Mortgaged Property, includes, where the context admits, the lease under which it holds the Legally Mortgaged Property

Permitted Encumbrances means

- (i) any lien arising solely by operation of law in the ordinary course of the business of the Chargor in respect of any obligation which is not overdue for settlement, or
- (ii) any title retention arrangement arising solely in the ordinary course of the business of the

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

Chargor in respect of any obligation which is not overdue for settlement

Receiver means a receiver and manager or (if the Lender so specifies in the relevant appointment) a receiver, in either case, appointed under the Deed or pursuant to any statute

Security Assets means all assets of the Chargor the subject of any security created by the Deed (and includes the Legally Mortgaged Property)

Schedule 1

Legally Mortgaged Property

The freehold land known as land at Church Street, Luton as the same is registered at H M Land Registry with title absolute under title number BD58757.

The freehold land known as Bridge at Church Street, Luton as the same is registered at H M Land Registry with title absolute under title number BD241267

Schedule 2

Occupational Leases

| Date | Term | Parties | Title Number |
|---------------|------------------------------|---|--------------|
| 19 April 2005 | 5 years from 30 January 2006 | (1) Domaine Developments Limited (2) Elster Metering Limited | BD245423 |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4152665
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 7 AUGUST 2008 AND CREATED BY DOMAINE
DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH
ASSET FINANCE PLC (T/A ANGLO IRISH DEVELOPMENT
FINANCE) 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
14 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 AUGUST 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES