

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

122384/39

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



5094625

Name of company

* The Avion Centre Limited (the "Company")

Date of creation of the charge

25 November 2005

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

Charge Deed dated 25 November and made between the Company and Leeds
Building Society ("Leeds") (the "Charge")

Amount secured by the mortgage or charge

(a) Any sum advanced by Leeds to the Company and any further advance or
readvance to the Company (the "Advance") and all other monies which at the
date of the Charge or at any time afterwards may be or become due from the
Company to Leeds and the discharge of all obligations and liabilities
whether actual or contingent (including any further advance made by Leeds
after the date of the Charge and secured directly or indirectly by the
Charge) now or afterwards owed by the Company to Leeds 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 Leeds 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 Leeds
in accordance with the Charge or the Loan Agreement and all commission,
fees and other charges and all legal and other costs and expenses
(including internal administrative costs) incurred by Leeds in relation to

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):

Addleshaw Goddard
Sovereign House, PO Box 8,
Sovereign Street, Leeds, LS1
1HQ

DAVIL/13529-115

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



A01
COMPANIES HOUSE

ALGUHAUG
627
01/12/2005

Short particulars of all the property mortgaged or charged

(a) The Company, as a continuing security for the payment of all the Secured Liabilities and with full title guarantee;

- 1 charges to Leeds by way of legal mortgage the Property and the Fixtures;
- 2 charges 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 in respect of the Property and all deeds and documents from time to time relating to the same and all Insurance Proceeds;
- 3 assigns to Leeds the Property Rights;
- 4 charges to Leeds by way of fixed charge the equipment and goods listed 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;
- 5 charges to Leeds by way of floating charge the undertaking and all other property assets and rights of the Company whatsoever and wheresoever

See Continuation Sheet.

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

Adleshaw Goddard

Date

29/11/05.

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

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

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 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

† delete as appropriate

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

5094625

Name of Company

The Avion Centre Limited (the "Company")

Limited*

* delete if
inappropriate

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

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 clauses 8 and 14); and

(b) commission, interest, fees and charges to date of payment (as well after as before any demand or judgement) at the rates and upon the terms from time to time agreed between the Company and Leeds or, if there is no such agreement, determined by Leeds 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 Leeds but without prejudice to the right of Leeds to require payment of such interest when due;

(together the "Secured Liabilities")

on the dates for payment agreed between the Company and Leeds or, if there is no such agreement, on demand by Leeds;

(c) all costs, fines, charges, fees, insurance premiums or other monies from time to time owing by the Company to Leeds under the Charge or any Loan Agreement and any other money expended by Leeds in connection with the 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 Leeds shall select) from the date on which they are due and payable or the date on which they are expended by Leeds; and

(d) all costs, charges and expenses incurred by Leeds 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.

(e) The Company agrees:

1. all payments by the Company shall be made in full, without any set-off or counterclaim whatsoever and free from any deductions and withholdings, in sterling and in immediately available funds on the due date;
2. if a payment is due on a day which is not a Business Day, the due date for payment shall instead be the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not); and
3. if at any time Leeds receive a payment which is insufficient to discharge all of the amount then due from the Company, that payment shall be applied towards the obligations of the Company to Leeds in such order as Leeds, in its absolute discretion, considers appropriate.

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

both at the date of the Charge and in the future; and
6 assigns to Leeds all goodwill and the Intellectual Property Rights.

Note:

A Leeds 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.

B Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Charge.

C During the continuance of the Charge the Company will not:

- (a) create or allow any Security over the Property other than any floating charge permitted under the terms of clause 4 below;
- (b) without the prior written consent of Leeds, 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;
- (c) accept any surrender of any lease, agreement for lease or licence of the Property;
- (d) vary the terms of any lease, agreement for lease or licence of the Property;
- (e) make any Disposition of the Charged Property or any estate or interest in it; or,
- (f) 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.

D The Company shall not create or allow any Security over the Charged Property whether ranking before, pari passu with or after the Charge.

E The Charge contains the power of Leeds to appoint a Receiver at any time after execution of the Charge at clause 8.

F The Charge contains a powers of the Receiver clause at clause 9.

G The Charge contains a power of attorney clause at clause 10 and the Company irrevocably appoints Leeds and any Receiver jointly and severally to be its attorney in its name.

H The Charge contains a further assurance clause at clause 12.

I The Charge contains a prohibition on the Company's ability to set-off any payment due to Leeds from the Company at clause 20.

Schedule

The freehold and leasehold property known as The Avion Centre, Bargate Drive, Whitmore Reans, Wolverhampton with title numbers WM642754 and WM69610

(and so that references to the Property shall include the whole or any part or parts thereof).

Assets to be charged under clause 3.1.4 of the Charge

Located at:

together with all accessories, additions and improvements to, and renewals and replacements of, such equipment and goods.

See Annexure 1.

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

7

**Annexure 1 to a Form 395 relating to a Charge dated 25 November 2005 and
made between The Avion Centre Limited and Leeds Building Society**

In this form the following terms shall have the following meanings:

"Business Day" means a day, other than Saturday or Sunday, on which banks are open in London for the transacting of normal banking business;

"Charged Property" means all property, assets and rights of the Company charged by the Charge;

"Disposal" includes any charge, sale (whether subject to the Charge or otherwise), lease, sub-lease, assignment or transfer, or any agreement to enter into any of the foregoing, the grant of an option or similar right, the creation of a trust or other equitable interest in favour of a third party and a sharing or parting with possession or occupation whether by way of licence or otherwise and "Dispose" and "Disposition" shall be construed accordingly;

"Fixtures" means all assets of whatever nature apart from land and buildings forming part of the Property but excluding, where the Company is not a body corporate, trade fixtures and fittings;

"Insurance Proceeds" means the monies due and owing at any time under the insurance policies or compensation arrangements referred to in clauses 5.1.2(e) and 5.1.5(g) of the Charge;

"Intellectual Property Rights" means all patents, patent applications, registered trade marks, applications for registration of trade marks, registered service marks, applications for registration of service marks, unregistered trade marks, trade names, registered designs, registered design applications, design rights, copyrights, computer programs, know-how, confidential information and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property;

"Loan Agreement" means at any time the loan agreement issued by Leeds and accepted by the Company in respect of the Advance made available by Leeds to the Company and if there is more than one of them means each and/or all such loan agreements;

"Property" means the property described in the Schedule together with all buildings thereon and all Fixtures subject to and with the benefit of all rights, easements, covenants, restrictions, stipulations, agreements, declarations and other matters affecting and/of benefiting the same and every part thereof;

"Property Rights" means any option to purchase the freehold or superior leasehold, or to obtain a new lease of the Property, any guarantees relating to the Property, any share or membership rights in a residents' association or management company relating to the Property and any other benefit or right of any kind relating to the Property its construction use or title;

"Receiver" means any person appointed as receiver, receiver and manager, manager or administrative receiver in respect of the Company or over all or any of the Charged Property; and

"Security" means any mortgage, charge, pledge, lien, rights of set off, guarantee, or any other security whatsoever.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05094625

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 25th NOVEMBER 2005 AND CREATED BY THE AVION CENTRE LIMITED FOR SECURING ALL 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 1st DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd DECEMBER 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P.J.L.