

M**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

395

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legibly,
preferably in
black type or
bold block
lettering

To the Registrar of Companies

For Official Use

Company Number

26

00026552

Name of company

*Insert full name of
company

The City of Liverpool Investment Company Limited ("Company")

Date of creation of the charge

11 March 2008

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

Legal Charge ("Legal Charge")

Amount secured by the mortgage or charge

All the Company's liabilities to National Westminster Bank Plc (the "Bank") of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) including banking charges, commission, interest, costs and expenses

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

National Westminster Bank Plc
135 Bishopsgate
London
EC2M 3URPresenter's name, address and
reference (if any)Cobbetts LLP
58 Mosley Street
Manchester
M2 3HZ

Ref JLZD/AJS/RR229 1018

Time critical reference

For Official Use
Mortgage section

Post Room

THURSDAY



A08

AG6BYY69

20/03/2008

328

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage the freehold land shown edged red on the plan of title number CH346936 and being land on the east side of South Street, Crewe registered at the Land Registry under title number CH346936 (the "Property") all covenants and rights affecting or concerning the Property and any share from time to time held by the Company in any landlord or management company of the Property
- 2 By way of fixed charge
 - 2.1 All the fixtures and fittings of the Company from time to time attached to the Property
 - 2.2 All the plant and machinery vehicles and computer equipment of the Company now and in the future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
 - 2.3 All furniture furnishings equipment tools and other chattels of the Company now and in the future at the Property and not regularly disposed of in the ordinary course of business
 - 2.4 The present and future goodwill of any business carried on at the Property by or on behalf of the Company all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the assets referred to above

Please do not write in this margin

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

Notes -

The Legal Charge contains covenants by the Company with the Bank not without the Bank's prior written consent to

- (a) create or permit to arise any mortgage charge or lien on the charged property, not to dispose of the charged property, and
- (b) grant or accept a surrender of any lease or licence or part with or share possession or occupation of the Property

Particulars as to commission allowance or discount (note 3)

Nil

For National Westminster Bank plc

Signed

Cobbe

Date

17 March 2008

On behalf of the Bank

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 situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, e.g. "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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 26552
CHARGE NO. 26

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 11
MARCH 2008 AND CREATED BY CITY OF LIVERPOOL
INVESTMENT COMPANY LIMITED(THE) FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 20 MARCH
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2008

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES