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COMPANIES FORM NO. 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.

CHFP025

395

005838/13

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

64

Company number

01993344

*Insert full name
of Company

Name of company

* TIMEWELL PLC

(Borrower)

Date of creation of the charge

22 FEBRUARY 2008

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

Mortgage deed (Mortgage Deed) granted by the Borrower in favour of Nottingham Building Society (Society)

Amount secured by the mortgage or charge

All moneys payable by the Borrower to the Society

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

* 5-13 Upper Parliament Street - NOTTINGHAM BUILDING SOCIETY
Nottingham NOTTINGHAM HOUSE 5-13 UPPER PARLIAMENT STREET
NOTTINGHAM Postcode NG1 2BX

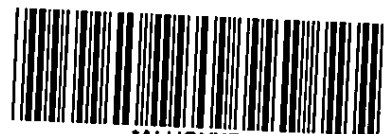
Presentor's name and address and
reference (if any) The Specter Partnership
Our Ref BK24273

Our Ref BIRKENHEAD - 4

Time critical reference

For official Use
Mortgage Section

THU THURSDAY



A04 13/03/2008 100
COMPANIES HOUSE
A28 28/02/2008 305
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Borrower with full title guarantee charges to the Society

15 RAKE LANE, WALLASEY, MERSEYSIDE

- (a) by way of legal mortgage the Property and all of the Borrower's respective interests in the Property and its proceeds of sale, and
- (b) by way of fixed charge the equipment and goods owned by the Borrower at the Property (if any) and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property

The Borrower assigns to the Society, as far as it is able to (and until the Mortgage is paid off and redeemed) the benefit of

- (a) any agreements with, or promise by, anybody else in connection with the Property specified in the conditions referred to in the Offer,
- (b) all money which for any reason is paid, or may become payable, to the Borrower in respect of anything adversely affecting the value of the Property

Particulars as to commission, allowance or discount (note 3)

Nil

Signed

Date

25-2-08

On behalf of mortgagee

Please do not
write in
this margin

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

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 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.
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,
- 3 (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 to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -
Companies House, Crown Way, Cardiff CF4 3UZ, DX 33050 Cardiff.

†delete as
appropriate

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

Company Name

Company No

The Borrower will not create or permit to subsist any encumbrance over the Property other than pursuant to the Mortgage

If the Borrower acquires a new or increased interest in the Property the Borrower will execute a mortgage deed in favour of the Society over the new or increased interest and hand over to the Society any deeds or documents relevant to it. This new mortgage will be in such form as the Society reasonably requires, and the Borrower must (at its own expense) complete it as soon as the Society reasonably requires it to be done.

In this form the following term shall have the following meanings

Conditions means the conditions in the booklet "Nottingham Building Society Commercial Mortgage Conditions for a Company (First Edition)"

Mortgage means the agreement between the Borrower and the Society set out (in particular) in the Mortgage Deed, the Conditions and the Offer

Offer means the written mortgage offer from the Society, which the Borrower received prior to the date of the Mortgage Deed, and any written offer the Society makes to lend the Borrower more money secured by the Mortgage Deed (but only if the Borrower accepts the Offer by borrowing the money), and includes (in each case) any letter the Society sends the Borrower enclosing it, special and general conditions enclosed with it, and any change to that offer

Property means the property described in the Mortgage deed, and includes any part of it and any buildings on it (now or in the future)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1993344
CHARGE NO. 64

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEED DATED 22
FEBRUARY 2008 AND CREATED BY TIMEWELL PLC. FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO NOTTINGHAM BUILDING SOCIETY WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 13 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MARCH 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES