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COMPANIES FORM No. 395

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.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use
②

Company number

06394546

Name of company

* Birchsweet Limited ("Company")

Date of creation of the charge

✓ 26 October 2007

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

A legal charge ("Legal Charge") dated 26 October 2007 made between (1) the Company and (2) Bank of Scotland plc ("BoS").

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety or guarantor or cautioner including any money or liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, together with Interest upon them and Expenses relating to them ("Secured Liabilities")

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

Bank of Scotland ^{PLC} Corporate, Security for Advances, Citymark, 150 Fountainbridge, Edinburgh

Postcode EH3 9PE

Presenter's name address and reference (if any)

DLA Piper UK LLP
1 St Paul's Place
Sheffield
S1 2JX

DX 708580 Sheffield 10

Time critical reference

AXC/5831/120668/16445573 1

For official Use (02/06)
Mortgage Section

Post room

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07/11/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 The Company with full title guarantee charges as security for the Secured Liabilities -
- 1 1 by way of legal mortgage the Property (as defined below) together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property,
- 1 2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,
- 1 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Legal Charge,
- 1 4 by way of assignment the Rental Sums (as defined below) together with the benefit of all rights and remedies of the Company relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities,
- 1 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Legal Charge, and

(cont'd)

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 D-A Piper UK LLP

Date 6/11/07

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)

† 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**

Name of company

*insert full name
of Company

* Birchsweet Limited ("Company")

Addendum 1/4

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

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Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

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

Addendum 4/4

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

1 6 if the Company is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property

Note 1

The Company and the Owner (as defined below) each agree with BoS as follows

- (i) Not to create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of BoS) without the prior written consent of BoS, and
- (ii) Not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of BoS

Note 2

The Legal Charge contains a power to appoint a Receiver (as defined below)

Note 3

The Legal Charge contains a power of attorney in favour of the BoS and any Receiver

Note 4

The Legal Charge

- (i) shall be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever until the Secured Liabilities has been repaid in full and BoS has no further obligation to make any Loan (as defined below) to the Company,

Name of company

*insert full name
of Company

* Birchsweet Limited ("Company")

- (ii) shall be in addition and shall not either prejudice or be prejudiced by any other security, guarantee, right or remedy of whatever sort, held by or available to BoS at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by BoS at any time and from time to time releasing, varying or not enforcing any such other right, remedy or security

Definitions:

"Charge" means any mortgage or charge created at any time over any interest in the Property to secure the repayment of the Secured Liabilities to BoS

"Expense" or "Expenses" mean the total of the following

- (i) any commission and other charges which BoS may from time to time charge to the Company in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Company,
- (ii) any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under the Legal Charge and which are either repayable by the Company under the Legal Charge or are incurred in the exercise by BoS or the Receiver of their powers under the Legal Charge,
- (iii) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the mortgage or to obtain possession of or sell or deal (in any other way allowed by the Legal Charge) with the Property,
- (iv) together with the value added tax upon such sums where appropriate

"Interest" means any sum of money payable to BoS by way of interest upon the Secured Liabilities

"Loan" means both

- (i) any sum of money lent by BoS to the Company, whether by way of a loan or by way of an overdraft, and
- (ii) any other facilities made available or obligation undertaken by BoS to or for the Company

"Owner" means any and every person (whether the Company or otherwise) who has granted a Charge to BoS as security for the Secured Liabilities and also

- (i) the Owner's successors and personal representatives, and
- (ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Legal Charge

"Property" means the leasehold property known as Second Floor Flat (also known as Flat 6) and being part of Mayfair Chambers, 7 Broadbent Street, London, W1K 3EF registered at the Land Registry under title number NGL312672

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Legal Charge in respect of the Owner or of all or any part of the Property

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06394546

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 26th OCTOBER 2007 AND CREATED BY BIRCHSWEET LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th NOVEMBER 2007

p. Cer



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES