

115323/91

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

What this form is NOT for
You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

FRIDAY



LD4 20/05/2011 5
COMPANIES HOUSE

1 Company details

Company number	0	5	5	9	7	4	9	6
Company name in full	Tamrush Limited ("the Company")							

For official use

7

Filing in this form
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation	0	4	0	5	2	0	1	1
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3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Legal Charge between the Company and Santander UK plc ("the Bank") as Security Trustee for itself and each of its subsidiary undertakings within the meaning of Section 1163 of the Companies 2006 (the "Group")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The "Secured Liabilities" being all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Company to the Group or any member of the Group ("Group Member") whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Company's other liabilities whatever to the Group or any Group Member including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account

(See Continuation Sheet 1)

Continuation page
Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Santander UK Plc
Address	2 Triton Square, Regent's Place, London
Postcode	N W 1 3 A N
Name	
Address	
Postcode	

Continuation page
Please use a continuation page if you need to enter more details

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged	
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Continuation page
Please use a continuation page if you need to enter more details

Short particulars

The Company with full title guarantee as a continuing security for the payment of all Secured Liabilities charges in favour of the Bank as security trustee for the Group Members:

1. by way of fixed charge and by way of legal mortgage, all right, title, estate and other interests of the Company in the "Charged Property" being all the freehold and/or leasehold property described in the schedule to the Legal Charge and including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any and all contracts and policies of insurance of whatever nature in connection with the Charged Property which are from time to time taken out by or with the authority or on behalf or for the benefit of the Company or (to the extent of such interest) in which the Company has an interest ("Insurance") and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof.
2. by way of fixed charge:
 - 2.1 all benefits and claims and returns of premiums in respect of any Insurance; and
 - 2 2 in so far as the legal mortgage set out above or the assignments as set out below are for any reason ineffective as a legal mortgage or assignments (as the case may be), all of the assets, properties, revenues and rights of the Company referred to in those clauses.
- 3 by way of first priority assignment all of its right, title, estate and other interests in and to:

(See Continuation Sheet 1)

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

Signature

Please sign the form here

Signature

Signature

X *Harvath Kenway* X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name
Nigel Emerson

Company name
Howard Kennedy

Address
19 Cavendish Square

London

Post town

Country/Region

Postcode
W 1 A 2 A W

Country

DX
DX 42748 Oxford Circus North

Telephone
020 7636 1616

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured	
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>or in any other manner whatsoever, together with interest and including (but without limitation) all interest, commission, fees and legal and other costs, charges and expenses which any Group Member any administrative receiver, receiver or receiver and manager and any substitute for such person and whether appointed under the Legal Charge or pursuant to any statute or otherwise may charge or incur in relation to the Company or the Legal Mortgage and the preparation, negotiation and creation of the Legal Mortgage and/or in relation to the Charged Property and/or breach of any provision of, and the protection, realisation or enforcement of the Legal Charge, in each case on a full indemnity basis and so that interest shall be calculated and compounded according to the usual manner of the relevant Group Member (as well after as before judgement and the right to such interest shall not merge in any judgement)</p>	



5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
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Name	
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Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>3 1 the gross rents, licence fees and other monies receivable now or thereafter at any time by the Company in respect of or arising out of any lease of the Charged Property or any agreement for lease or otherwise without limitation derived by the Company from the Charged Property or otherwise paid to or received by the Company in respect of the Charged Property and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licencees or occupiers of any Charged Property and all guarantors and sureties for the obligations of such persons,</p> <p>3.2 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by the Company in relation to any Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on any Charged Property and any other person, firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons;</p> <p>3 3 the benefit of all "Agreements for Lease" being. all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis) all the proceeds of any claim, award or judgement arising out of any Agreement for Lease and all sums paid or payable to the Company under or in respect of any Agreement for Lease, and</p> <p>3 4 the benefit of all covenants, agreements, rights and remedies relating to the Charged Property.</p> <p>Under the terms of the Legal Charge the Company agrees that</p> <p>a) it will not create or attempt to create or permit to subsist or arise any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement of any kind or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment or any right or option on the Charged Property or any part thereof;</p> <p>(b) it will not sell, convey, assign, lease or transfer the Charged Property or any interest therein or otherwise part with or dispose of the Charged Property or assign or otherwise dispose of any monies payable to the Company in relation to the Charged Property or agree to do any of the foregoing;</p> <p>(See Continuation Sheet 2)</p>

6	Short particulars of all the property mortgaged or charged					
Short particulars	<p data-bbox="300 360 1114 412">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="300 427 1495 607">(c) it will not exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Company by common law or by statute or accept the surrender of any lease, underlease or tenancy or release or vary any of the terms of any such lease, underlease or tenancy or exercise any power to determine or extend the same or agree to do any of the foregoing;</p> <p data-bbox="300 640 1495 730">(d) it will not part with or share possession or occupation of the Charged Property or any part of it or grant any tenancy or licence to occupy any Charged Property or agree to do any of the foregoing.</p> <p data-bbox="300 763 1495 819">Under the terms of the Legal Charge the company undertakes to hold any monies received or payable under any Insurance on trust for the Bank.</p> <p data-bbox="300 853 1495 909">The Charged Property referred to in the Schedule to the Legal Charge is as follows:</p> <table border="1" data-bbox="300 965 1495 1211"><thead><tr><th data-bbox="300 965 1134 999"><u>Property</u></th><th data-bbox="1134 965 1495 999"><u>Title Number</u></th></tr></thead><tbody><tr><td data-bbox="300 1032 1134 1211">All that leasehold property known as the ground floor shop, 225 Bellgrove Road, Welling, Kent DA16 3RQ as are more particularly described in and demised by a lease dated 4 May 2011 and made between (1) Brian Robert Lewis and (2) Tamrush Limited</td><td data-bbox="1134 1032 1495 1211"></td></tr></tbody></table>		<u>Property</u>	<u>Title Number</u>	All that leasehold property known as the ground floor shop, 225 Bellgrove Road, Welling, Kent DA16 3RQ as are more particularly described in and demised by a lease dated 4 May 2011 and made between (1) Brian Robert Lewis and (2) Tamrush Limited	
<u>Property</u>	<u>Title Number</u>					
All that leasehold property known as the ground floor shop, 225 Bellgrove Road, Welling, Kent DA16 3RQ as are more particularly described in and demised by a lease dated 4 May 2011 and made between (1) Brian Robert Lewis and (2) Tamrush Limited						



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 5597496
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 4 MAY
2011 AND CREATED BY TAMRUSH LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE GROUP OR ANY MEMBER OF THE GROUP ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 20 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES