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CHFP041

COMPANIES FORM No. 395

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.

Please do not write in this margin

Please complete legibly, preferably in black type or bold block 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 Company number *nm*

2

06209882

Name of company

*0161 Lettings Limited

Date of creation of the charge

25 September 2007

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

Debenture

Amount secured by the mortgage or charge

All the Borrowers liabilities to the Lender of any kind and in any current (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Lender's charges and commission Interest and Expenses.

Continued. ...

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

Tahoe Finance Limited (Company Registration Number 5186796) whose registered office is at Alexander & Co, 17 St Ann's Square, Manchester

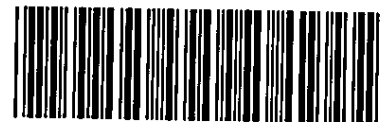
Postcode M2 7PW

Presenter's name, address and reference (if any)
Heatons LLP
5th Floor
37 Peter Street
Manchester M2 5GB
DX 14477 MANCHESTER 2

For official use (02/2006)
Mortgage Section

Post room

FRIDAY



AS3B2TQ1

A28

12/10/2007

465

COMPANIES HOUSE

Time critical reference
SB.ARB5 32

COM395/1

Short particulars of all the property mortgaged or charged

The Borrower covenants to discharge on demand the Borrower's Obligations and as a continuing security for such discharge and with full title guarantee charges:-

1. by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Borrower including any Registered Land,
2. by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Borrower except the property charged by clause 2 1 of the Debenture;
3. by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Borrower;
4. by way of fixed charge all the plant and machinery vehicles and computer equipment of the Borrower present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
5. by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Borrower;

Continued . . .

Please do not write in this margin

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

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

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

[Empty box for commission allowance or discount]

Signed Heckmans LLP

Date 9 October 2007

On behalf of [company] [mortgagee/chargee] †

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

Particulars of a mortgage or charge (continued)

Please do not
write in this
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Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

06209882

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

Name of company

0161 Lettings

Limited*

*Delete if
inappropriate

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

In this Companies Form No. 395 Particulars of Mortgage or Charge, the following words and expressions shall have the following meanings:-

Borrower: 0161 Lettings Limited, a company incorporated under the laws of England and Wales with registered number 06209882.

Lender: Tahoe Finance Limited, a company incorporated under the laws of England and Wales with registered number 518 6796.

Interest interest at the rate(s) charged to the Borrower by the Lender from time to time.

Expenses: all expenses (on a full indemnity basis) incurred by the Lender or any receiver at any time in connection with the Property or the Borrower's Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred;

Debenture the Debenture dated 25 September 2007 and made between the Lender (1) and the Borrower (2)

Property: the whole and any part of the undertaking property and assets of the Borrower charged by clause 2 of the Debenture.

Borrower's Obligations all the Borrower's liabilities to the Lender of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Lender's charges and commission Interest and Expenses.

Registered Land: 60 Highland Drive, Buckshaw Village, Chorley PR7 7AD registered at the Land Registry with Title Number LA965602. *NOT IN DSA*

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

Please do not write in this 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

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

Please do not
write in this
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Please complete
legibly, preferably
in black type, or
bold block
lettering

6. by way of fixed charge all furniture furnishings equipment tools and other chattels of the Borrower present and future not regularly disposed of in the ordinary course of business;
7. by way of fixed charge all the goodwill and uncalled capital of the Borrower present and future;
8. by way of fixed charge all stocks shares and other securities held by the Borrower from time to time in any subsidiary and all income and rights derived from or attaching to them;
9. by way of fixed charge all stocks shares and other securities of the Borrower present and future (except those charged but clause 2.8 of the Debenture) and all income and rights derived from or attaching to them;
10. by way of fixed charge all intellectual property rights choses in action licences and claims of the Borrower present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property,
11. by way of fixed charge the benefit of any current or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Lender or any third party;
12. by way of fixed charge all book debts and other debts of the Borrower present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with clause 5.2 of the Debenture; and
13. by way of fixed charge all funds standing to the credit of the Borrower from time to time on any account with any bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with clause 5.2 of the Debenture provided that the Lender may without prejudice to the Debenture permit the Borrower to make withdrawals from time to time.
14. by way of floating charge all the undertaking and all property assets and rights of the Borrower present and future not subject to a fixed charge under the Debenture.

FILE COPY



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

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

COMPANY No. 06209882

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 25th SEPTEMBER 2007 AND CREATED BY 0161 LETTINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TAHOE FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th OCTOBER 2007.

Px mee.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES