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COMPANIES FORM No. 395

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Particulars of a mortgage or charge

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies (Address overleaf - Note 5)

For official Use 110

Company Number 04332705

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

Name of company

7T's Limited ✓

\*insert full name of company

Date of creation of the charge (note 1)

14 August 2007 ✓

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

Legal Charge

Amount secured by the mortgage or charge

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All sums of money owed and all liabilities or obligations to be carried out by the Company to the Bank at any time and from time to time whether (a) they arise before or after the Bank has demanded that they are repaid or carried out, or (b) they are owed or to be carried out immediately or only after a stated event has occurred, or (c) the Company owes or is to carry them out on the Company's own or jointly with any other person or as guarantor for any other person together with interest, costs and expenses due from the Company to the Bank ("the Secured Liabilities")

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

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having their Head Office at The Mound, Edinburgh ✓ Postcode EH1 1YZ

Presenter's name, address and reference (if any) Morgan Cole, Solicitors Bradley Court, Park Place, Cardiff CF10 3DP Ref RES/BAN 421164 - 280 Tele 029 2038 5385

Time critical reference docs\2007 08 15 form 395

For official use Mortgage section

Post room

WEDNESDAY



A42 22/08/2007 448 COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The property and assets of the Company specified in the attached Schedule which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges

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

Morgan Cole

Date

16/8/07 ✓

MORGAN COLE SOLICITORS

On behalf of mortgagee

**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. The address of the Registrar of Companies is -  
Companies House, Crown Way, Cardiff CF14 3UZ

Particulars of a mortgage or charge

Name of Company 7T's Limited

Number of Company 04332705

**SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS**

contained in a Legal Charge in favour of Bank of Scotland dated 14 August 2007

**Charges**

Under clause 3 of the Legal Charge the Company charges with full title guarantee as security for the Secured Liabilities - ~~its interest~~

- 1 by way of legal mortgage ~~of that~~ <sup>in interest in the</sup> freehold property known as 37 Regent Circus, Swindon SN1 1PX as registered at H M Land Registry under Title Number WT67899 ("the Property"),
- 2 by way of fixed charge all buildings and other structures on, and items fixed to, the Property,
- 3 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,
- 4 by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Legal Charge,
- 5 by way of assignment all rents and other sums at any time payable by any tenants or licensees of the Property to the Company together with the benefit of all the Company's rights and remedies relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Secured Liabilities,
- 6 by way of fixed charge the proceeds of any claim made under any insurance policy relating to the Property, and
- 7 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

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↑ **Restriction on charges and disposals**

The Company may not without the prior written consent of the Bank -

- 1 grant any conveyance, transfer or assignment of the Property or any part of it,
- 2 create or permit to exist any security in favour of any person other than the Bank by way of a fixed or floating charge or lien over the Property or any part of it, or
- 3 let or agree to let the Property, or any part of it, whether under the powers given by Sections 99 and 100 of the Law of Property Act 1925 or otherwise

### **Control of moneys received**

All moneys payable under any insurance policy in respect of the Property must be paid to the Bank and, at the Bank's option, will be used either

- (a) to repair and reinstate the Property, or
- (b) in repaying the Secured Liabilities,

and in the meantime will be paid into such of the Company's accounts with the Bank as the Bank may require

**FILE COPY**



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

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

COMPANY No 04332705

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 14th AUGUST 2007 AND CREATED BY 7T'S LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th AUGUST 2007

*P. Manan*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —