

MG01**Particulars of a mortgage or charge****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

Continuation page

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

Name

Nationwide Building Society

Address

Nationwide House, Pipers Way

Swindon, Wiltshire ("Nationwide")

Postcode

S N 3 8 1 N W

Name

Address

Postcode

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Property charged pursuant to a Debenture in favour of Nationwide dated 31 August 2011
The Company with full title guarantee charges to Nationwide

1 By way of legal mortgage all freehold and leasehold property of the Company situated in England and Wales and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property together with all estates, rights, title options, easements and privileges appurtenant to, or benefiting the same including all beneficial interest of the Company in the property and in any proceeds of sale or disposal of any the property (the "Property")

2 By way of fixed charge all plant, machinery, vehicles, computer and office and other equipment

3 By way of fixed charge all tenants' and trade fixtures and fittings, furniture, utensils and wet and dry stock from time to time on the Property

4 By way of fixed charge all stocks, shares, bonds and securities of any kind whatsoever in (and from) any company and all other interests (including but not limited to loan capital) in any person, including all stocks, shares, rights, money and property accruing or offered at any time by way of conversion, redemption, bonus, rights, preference, option, capital reorganisation or otherwise in respect of any stocks, shares, bonds, securities or other interests

5 By way of fixed charge all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever, due or owing to the Company including without limitation, all things in action which may give rise to any debt, claim or revenue and the benefit of any mortgage, debenture, charge (whether fixed or floating) pledge, lien, hypothecation, standard security, assignment by way of security or other kind of interest or arrangement of any kind having the effect of conferring security of any kind and all rights relating thereto including, without limitation, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights

Continued

MG01 - continuation page

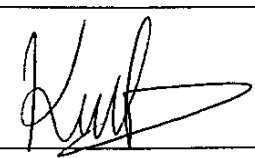
Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continued</p> <p>6 By way of fixed charge, all patents, patent applications, registered trademarks, applications for registration of trademarks, registered service marks, applications for registration of service marks, unregistered trademarks, trade names, registered designs, registered design applications, design rights, copyrights, computer programmes, know-how, confidential information and trade secrets and all other intellectual or intangible property or rights and all licenses, agreements and ancillary and connected rights relating to intellectual and intangible property</p> <p>7 By way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties</p> <p>8 By way of fixed charge all bank accounts, cash at bank and all credit balances on any account with Nationwide or with any other person whatsoever including the proceed of book debts, revenues and claims charged pursuant to Clause 3 1 (e) of the Debenture which proceeds shall, on payment into the Designated Account (as defined at clause 4 2(h) of the Debenture) ceased to be subject to the charge at paragraph 5 above but shall be subject to this charge</p> <p>9 By way of floating charge all the undertaking and all property, assets and rights of the Company from time to time but otherwise effectively charged by the provisions of the Debenture</p> <p>10 By way of an assignment all goodwill and uncalled capital</p> <p>11 By way of an assignment all monies from time to time payable to the Company under or pursuant to all present and future contracts or policies of insurance effected by the Company or to which the Company is entitled (including the refund of any premiums)</p> <p>A The above assets (the "Charged Property") are charged or, as appropriate, assigned as a continuing security</p> <p>B The Debenture secured further advances</p> <p>C The Debenture contains restrictions upon dealing in anyway with the Property, (including developing, altering, leasing, licensing, assigning, underletting, subletting, disposing, charging or surrendering any interest in the Property) together with a prohibition on creating or purporting to create or permit to subsist any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangements of any kind having the effect of conferring security of any kind over the whole or part of the Charged Property</p> <p>D The Debenture contains a further assurance clause</p>	

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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 <ul style="list-style-type: none">- 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		
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 <div style="text-align: center;">X  X</div> This form must be signed by a person with an interest in the registration of the charge	

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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

MON. CHH. NAT7-454

Company name

Kuit Steinart Levy LLP

Address

3, St Mary's Parsonage

Manchester

Post town

Country/Region

Postcode

M

3

2

R

D

Country

DX

DX 14325 Manchester-1

Telephone

0161 832 3434

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 found 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 enquiries@companieshouse.gov.uk

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



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

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

COMPANY NO. 2223106
CHARGE NO. 32

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 AUGUST
2011 AND CREATED BY SHADOWGRADE DEVELOPMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO NATIONWIDE BUILDING
SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 10 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 SEPTEMBER
2011

DP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES