

Please do not write in this margin **COMPANIES FORM No. 395**

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



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

* Insert full name of company To the Registrar of Companies

For official use Company number

[1] [303/20

Name of company

* SHOTBLUE LIMITED

Date of creation of the charge

28th August 1990

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

LEGAL CHARGE

Amount secured by the mortgage or charge

ALL MONIES OUTSTANDING UNDER THE TERMS OF THE OFFER (AS THEREIN DEFINED) OR THIS (HARGE ("OUTSTANDING BALANCE")

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

PARAGON MORTGAGES LIMITED
ST CATHERINE'S COURT MERBERT RD
SOLTMULL W MIDLANDS Postcode B91 3 OU

Presentor's name, address and reference (if any):

AVERY NAYLOR WILLOW 35/36/38 WALTER RD SWANSEA. JAJSHW REF: 510793.001/DW

Time critical reference

For official use Mortgage section

 Short particulars of all the property mortgaged or charged

103 GLAN MOR ROAD

UPLANDS

SWANSEA

TINO WASS9700

AND AS CLAWSES 2.1.2 - 2.1.4

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)

Signed Avon Nout Willow Date 3.9.	78
On behalf of [company] [mortglagee/chargee]*	* 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.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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- (c) under the Property Rights;
- (d) under the Buildings Insurance;
- (e) on the sale or disposal of a Charged Asset;
- (f) as compensation for the compulsory purchase of the Property;
- (g) in any other way under or in connection with this Charge.

Rental Income means the gross rents, licence fees and any other money at any time derived from the Property.

Term means the repayment term shown in the Offer.

- 1.4 The definitions in 1.3 apply if not inconsistent with the subject or context in which they appear and are flagged in bold letters throughout this Charge.
- 1.5 Any reference to an act of parliament includes any changes made to it.
- 1.6 This Charge includes the terms of the Offer. If there is any inconsistency between the Offer and this Charge the Offer shall prevail.
- 1.7 Any consent required from us under this Charge will only be valid if given in writing. We may:-
 - 1.7.1 give consent on whatever terms we choose:
 - 1.7.2 on giving you written notice, withdraw or change the terms of any consent.

2. THE CHARGE

- 2.1 As a continuing security for payment of the Outstanding Balance you charge to us with full title guarantee:-
 - 2.1.1 the Property by way of legal mortgage;
 - 2.1.2 (the Rental Income by way of first fixed charge;
 - 2.1.3 \the Property Rights by way of first fixed charge; and
 - 2.1.4 all of your undertaking and assetts, present and future, that are not changed under 2.1.1, 2.1.2 or 2.1.3 by way of a floating charge.
- 2.2 Nothing in 2.1.2, 2.1.3 or 6.6 shall make us a mortgagee in possession.

3. PAYMENT OBLIGATIONS

- 3.1 You must pay when due and without being asked:
 - each Payment until the Loan and all other money secured under this Charge are repaid in full;
 - 3.1.2 the Expenses;
 - 3.1.3 all premiums on the Buildings Insurance (whether you or we arrange cover);
 - 3.1.4 interest.
- 3.2 Unless the Offer states otherwise, the first Payment will be made within five Business Days of the advance of the Loan and subsequent Payments will be made on the last Business Day of each month during the Term beginning in the month after the month in which the Loan is advanced.
- 3.3 All Payments must be made by direct debit. We may make a charge for each application for direct debit payment refused by the your bank (see 16.4.7).
- 3.4 If we discharge this Charge before you have repaid the Outstanding Balance in full you must pay:-
 - 3.4.1 immediately and without being asked that portion of the Outstanding Balance which remains unpaid;
 - 3.4.2 interest under 5 on any amount unpaid until payment.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03031295

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 28th AUGUST 1998 AND CREATED BY SHOTBLUE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PARAGON MORTGAGES LIMITED UNDER THE TERMS OF THE OFFER (AS THEREIN DEFINED) OR THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th SEPTEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th SEPTEMBER 1998.

1.11.War

J. M. EVANS

for the Registrar of Companies



