

# M

CHFP004

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legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

013880/30

# 395

**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



03596968

Name of company

\* Swift Independent Financial Advisors Limited  
(to be renamed Destini Swift Financial Planning Limited)

Date of creation of the charge

✓ 28 September 2004

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

5 Debenture containing fixed and floating charges

Amount secured by mortgage or charge

4 All or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to The Bank of Scotland ("BoS") by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of the Company's business charge or incur in respect of any of those matters or for keeping of the Company account, and so that interest shall be computed and compounded according to BoS' usual rates and practice as well after as before any demand made or decree obtained under or in relation to this Debenture ("the Secured Liabilities").

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

6 THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, 250 West George  
Street, Glasgow

Postcode G2 4OX

Presenter's name address and  
reference (if any):

Shakespeares Solicitors  
DX 13015  
Birmingham 1

(L)

For official Use  
Mortgage Section

Post room

Time critical reference



A53 0443  
COMPANIES HOUSE 14/10/04

Short particulars of all the property mortgaged or charged

See Rider A

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block lettering

Particulars as to commission allowance or discount (note 3)

**Chakoespeares**

Somerset House  
Temple Street

Birmingham B2 5DJ

Signed



Date

6/10/4

On behalf of ~~XXXXXX~~ [mortgagee/chargee]

A fee of £10 is payable  
to Companies House in  
respect of each register  
entry for a mortgage or  
charge.  
(See Note 5)

† 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.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 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 CF14 3UZ, DX: 33050 Cardiff

## Rider A

Reference to clause numbers in this Rider are to the clauses within the Rider itself and not the Debenture.

## Charges

1. With full title guarantee the Company hereby charge to BoS as a continuing security for the payment or discharge of the Secured Liabilities:-
  - 1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;
  - 1.2 by way of fixed charge:-
    - 1.2.1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 1.1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
    - 1.2.2 all the Company's present and future interests in or over land or the proceeds of sale of it and all the Company's present and future licences to enter upon or use land and the benefit of all other agreements relating to land to which the Company are or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;
    - 1.2.3 all present and future plant and machinery not otherwise charged under this Clause 1 and all the Company's other present and future chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress);
    - 1.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;
    - 1.2.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by the Company or inuring to the Company's benefit and the benefit of all rights and claims to which the Company are now or may be entitled under any contracts;
    - 1.2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which you may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
    - 1.2.7 all the Company's goodwill and uncalled capital for the time being;
    - 1.2.8 all the Company's present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 1.2.5);
    - 1.2.9 all the Company's present and future bank accounts, cash at bank and credit balances with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

- 1.3 by way of floating charge all the Assets not otherwise effectively mortgaged, charged or assigned by Clause 1.2, (including, without limitation, any of the Company's immovable property in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 1.2).
- 2 The Company with full title guarantee hereby assign in BoS' favour (subject to the right to redeem such assignment upon payment or discharge in full of the Secured Liabilities):
  - 2.1 all the Company's right, title and interest in and to any interest rate hedging agreements entered into by any person; and
  - 2.2 (insofar as they are capable of being assigned by way of security) all the Company's right, title and interest in and to any agreement to which the Company are a party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture.

#### **Conversion into Fixed Charge**

- 3. BoS may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 1.3 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS, automatically be converted with immediate effect into a fixed charge:-
  - 3.1 in respect of any Assets which become subject to a fixed charge in favour of any other person;
  - 3.2 in respect of all the Assets charged under sub-clause 1.3 if and when the Company cease to carry on business or to be a going concern; and
  - 3.3 in respect of all the Assets on the making of an order for the Company's compulsory winding-up, on the convening of a meeting for the passing of a resolution for the Company's voluntary winding-up or the taking of any steps (including without limitation, the making of an application of the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

#### **Restriction on charges and disposals**

- 4. The Company will not without BoS' previous written consent:-
  - 4.1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets; or
  - 4.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of the Company's Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading); or
  - 4.3 in any way dispose of the equity of redemption of any Asset or any interest in any Asset.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03596968

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th SEPTEMBER 2004 AND CREATED BY SWIFT INDEPENDENT FINANCIAL ADVISERS 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 14th OCTOBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th OCTOBER 2004.

GRH  
DX



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —