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CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

094128/113
395

A fee of £10 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

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

For official use Company number

☐ ☐ ☐

05619044

Name of company

* Fit-Fur-Life Limited ("the Company")

Date of creation of the charge

8 October 2007

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

Debenture between the Company and James Caan (the "Lender")

Amount secured by the mortgage or charge

All moneys and all obligations and liabilities, whether actual or contingent now or hereafter due, owing or incurred or to be incurred to the Lender by the Company, in whatever currency denominated, whether on any current or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety and whether or not the Lender shall have been a party to the original transaction), including all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Lender for, or at the request of, the Company, together with interest to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses incurred by
(See Continuation Sheet 1)

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

James Caan
58 Hamilton Terrace
London

Postcode NW8 9UJ

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

Howard Kennedy
19 Cavendish Square
London
W1A 2AW
DX 42748 Oxford Circus
North

Time critical reference
DMS1/28915.2

For official use
Mortgage section

FRIDAY



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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage and fixed charge, all freehold or leasehold property and any estate or interest in land ("Land") described in Schedule 2 of the Debenture;
- 2 By way of fixed charge, all other Land belonging or charged to the Company,
- 3 By way of fixed charge, all buildings and fixtures (including trade fixtures) on its Land and all options in respect of such Land,
4. By way of fixed charge, all plant, machinery, vehicles, computers and equipment belonging to or in possession of the Company,
5. By way of fixed charge, all shares, stocks, debentures, bonds or other securities and investments owned by the Company or in which the Company has an interest (the "Investments") and any dividend or interest paid or payable in relation to any Investments and any rights, money, property accruing or offered at any time in relation to any Investments by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise (the "Investment Rights"),
6. By way of fixed charge, all of its rights in respect of all moneys standing to the credit of any bank or other account with any person and the debts represented by them,

(See continuation sheet 1)

Please do not write in this margin

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

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Howard Kennedy

Date 10/10/07

On behalf of [Company] [mortgagee/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
- 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 CF4 3UZ

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

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

Company number

05619044

*Delete if
inappropriate

Name of company

Fit-Fur-Life

Limited*

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

Amount due or owing on the mortgage or charge (continued)

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the Lender in relation to the Company or the "Security Assets", being all the assets of the Company the subject of any security created by the Debenture, on a full indemnity basis.

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bold block
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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7. By way of fixed charge, all of its book and other debts, all other moneys due and owing to it and the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to the foregoing;
8. By way of fixed charge, all of its rights in respect of the proceeds of any order of the court made pursuant to Sections 238(2), 239(3) or 244 Insolvency Act 1986;
9. By way of fixed charge, all uncalled capital and goodwill of the Company,
10. By way of fixed charge, all patents, patent applications, inventions, trade marks, service marks, trade names, registered designs, design rights, copyrights, know-how, processes and all other intellectual property rights and all licences and ancillary rights and benefits, including all royalties, fees and other income deriving from the same (the "Intellectual Property") of the Company and all rights and remedies in respect thereof;
11. By way of fixed charge, the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with any Security Asset specified in the Debenture or the Company's business and the right to recover and receive all compensation which may be payable to the Company in respect of them;
12. By way of fixed charge, any agreement to which the Company is a party or is entitled to or benefit from, to the extent that it is not subject to any fixed security created under any other term of the Debenture,
13. By way of assignment, the benefit of all insurance policies effected by or for the benefit of the Company (including the return of premiums);
14. By way of floating charge, all the Company's property, rights, assets and undertaking not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by the Debenture, including any of its property, rights, assets and undertaking situated in Scotland
15. The Company covenants
- 15.1 not (without the Lender's prior written consent) part with or share possession of its Land or grant any lease, licence, right or interest to any person allowing any person to occupy or use its Land (the Company's statutory and other powers of leasing, agreeing to lease and taking surrenders of leases are excluded) nor convey, assign, transfer, sell or otherwise dispose of or contract for the sale or other disposal of its Land or any interest therein,
- 15.2 not (without the Lender's prior written consent) agree any review of rent under any lease or tenancy agreement subject to which its Land is held or grant permission to the tenant under any such lease or tenancy agreement to effect any assignment, subletting or works,
- 15.3 not (without the Lender's prior written consent) vary, surrender, cancel, assign, charge or otherwise dispose of or permit to be forfeit any lease of its Land or agree to do so, whether such lease be the lease under which the Company holds that Land or superior thereto or derived out of the Company's interest in that Land;
- 15.4 not (without the Lender's prior written consent) part with possession, transfer, sell, lease or otherwise dispose of the Security Assets or attempt or agree so to do (except in the case of stock in trade charged by way of floating charge only which may be sold at market value in the usual course of trading as now conducted and

See Continuation Sheet 2

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

Please complete
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bold block lettering

Company number

05619044

*Delete if
inappropriate

Name of company

Fit-Fur-Life

Limited*

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

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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block lettering**

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

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for the purpose of carrying on the Company's business);
15 5 save for any mortgage, pledge, lien, charge, assignment,
hypothecation or security interest or any other agreement or arrangement
having the effect of conferring security or a priority in right of payment
("Security Interest") granted by the Debenture, not create, purport to
create or permit to subsist any Security Interest (except a lien arising
by operation of law in the ordinary course of trading) over the Security
Assets or any interest therein

Schedule 1

Name of Lender James Caan Address: 58 Hamilton Terrace London NW8 9UJ

Schedule 2

Land

N/A

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05619044

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th OCTOBER 2007 AND CREATED BY FIT-FUR-LIFE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO JAMES CAAN ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE 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.

Dx. Cen



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES