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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

A fee of £13 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
COMPANIES HOUSE

Company number
05778803

Name of company

* Mount House (Coach House) Limited (the "Mortgagor")

Date of creation of the charge

30 May 2007

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

A legal charge dated 30 May 2007 ("Legal Charge") made between the Mortgagor and The Governor and the Company of the Bank of Ireland (the "Bank")

Amount secured by the mortgage or charge

All monies and discharge of all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bank by the Mortgagor in whatever currency denominated whether on any banking 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) including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Mortgagor and all amounts which may become payable or for which the Mortgagor may become liable under the Legal Charge and together with interest to date of payment as hereinafter provided, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Bank or any receiver in relation to the Mortgagor or the Mortgaged Property

CONTINUED AT ADDENDUM 2

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

The Governor and Company of the Bank of Ireland whose office is at the 2nd floor, Interchange Place, 169 Edmund Street, Birmingham

Postcode B3 2TA

Presentor's name address and
reference (if any)

Bevan Brittan LLP
Fleet Place House
2 Fleet Place
London
EC4M 7RF
Ref ST/POD

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

FRIDAY



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LD2

01/06/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Firstly - All the freehold or leasehold property described in the Schedule hereto and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon

Secondly - All the right, title and interest of the Mortgagor to and in any proceeds of any present or future insurances of the property firstly described

Thirdly - (Unless otherwise specifically agreed by the Bank in writing), any present and future goodwill attaching to the property firstly described by reason of the carrying on thereat of the business (if any) of the Mortgagor or a predecessor of the Mortgagor in that business

CONTINUED AT ADDENDUM 4

Please do not write in this margin

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

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Particulars as to commission allowance or discount (note 3)

None

Signed *Bevan Brittan LLP*

Date 1 June 2007

On behalf of Chargee[†]

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

Notes

† delete as appropriate

- 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 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 situated 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to Companies House.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

Company number

05778803

Name of company

* insert full name
of company

* Mount House (Coach House) Limited

Addendum 1/4

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

Not needed

Addendum 2/4

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

on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by the Bank arising out of or in connection with any act, matter or thing done or omitted to be done by the Mortgagor under the Legal Charge or any document, arrangement or agreement between the Mortgagor and the Bank or any disclaimer of any of the Mortgagor's contracts, agreements or arrangements or any of the Mortgagor's liabilities or obligations to the Bank, and also interest on the foregoing to the date of payment

M395 Continuation

Company number

05778803

Name of company

* insert full name
of company

* Mount House (Coach House) Limited

Addendum 3/4

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

Not needed

Name of company

* insert full name
of company

* Mount House (Coach House) Limited

Addendum 4/4

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

Fourthly - All movable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property

The charge shall as regards the property firstly secondly and thirdly described to be a first fixed charge (and as regards all those parts of the property firstly described shall constitute a charge by way of legal mortgage thereon) and as to the property fourthly described and to the extent any property, assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of first fixed charge shall be a floating charge (which shall crystallise on a demand being made in accordance with the Legal Charge)

RESTRICTIONS ON CHARGES AND DISPOSALS

The Mortgagor has covenanted with the Bank that during the continuance of the Legal Charge the Mortgagor will at all times -

- (i) not create or attempt to create or permit to subsist upon the Mortgaged Property any mortgage, debenture, pledge or charge upon or permit any lien right of set off or other security interest or encumbrance whatsoever to arise on or affect any part of the Mortgaged Property ranking either in priority to or pari passu with the charge hereby created or which will rank after the charge contained in the Legal Charge,
- (ii) not transfer, sell, lease or otherwise dispose of any interest in the Mortgaged Property or any part thereof nor attempt or agree to do so nor part with possession of nor grant any licence or right to occupy the Mortgaged Property,
- (iii) not cause or permit any person to be registered under the Land Registration Acts as proprietor of the Mortgaged Property,
- (iv) not vary, surrender, cancel, assign, sublet, charge or otherwise dispose of or permit to be forfeit or permit to be assigned sublet or charged any lease affecting all or part of the Mortgaged Property, or agree to do so whether such lease be the lease under which the Mortgagor holds the Mortgaged Property or superior to or derived out of the Mortgagor's interest therein,
- (v) not agree to any alteration in any amount payable or receivable by the Mortgagor in respect of the Mortgaged Property by way of rent,
- (vi) not make or cause or permit to be made any alteration to the Mortgaged Property or carry out any development or change of use thereon,
- (vii) not do or permit or suffer to be done any act or thing not make any omission whereby the Mortgaged Property may become subject to any statutory charge which is or may be or become binding upon the Bank or any successor in title to or any person deriving title under the Bank,
- (viii) not during the currency of the appointment of any receiver do anything which the receiver is entitled to do (whether under the Legal Charge, at common law, by statute or otherwise),
- (ix) not take and procure that its' directors do not take any steps for the appointment of an administrator in respect of the Mortgagor, (where the Mortgagor is a company incorporated under the Companies Act),
- (x) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Bank of the security charged

THE SCHEDULE

The Mortgaged Property

The Coach House, Hilderstone with registered title number SF382731

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05778803

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 30th MAY 2007 AND CREATED BY MOUNT HOUSE (COACH HOUSE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND 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 1st JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JUNE 2007



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —