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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

214408/26

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1117

05828668

Name of company

* Wellbark Property Unlimited (the "Borrower")

Date of creation of the charge

30 April 2008

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

Legal charge (the "Legal Charge") made between the Borrower and the Bank

Amount secured by the mortgage or charge

All the obligations and liabilities of the Borrower to the Bank of any kind and in any currency (whether on the date of the Legal Charge and in the future, actual or contingent and whether owed by the Borrower as principal or surety or incurred alone or jointly with another and whether owed to the Bank as original obligee or as assignee or transferee) (the "Secured Obligations")

7

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

Lloyds TSB Bank plc, 25 Gresham Street, London (the "Bank")

Postcode EC2V 7HN

Presenter's name address and reference (if any)

K&L Gates
110 Cannon Street
London
EC4N 6AR

JZL/AYM/6011250 00016/Legal charge

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

FRIDAY



LD5

LNCXIZKI

09/05/2008

COMPANIES HOUSE

4

Please see attached continuation sheet /

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)

Nil

Signed U & L Gales

Date 9 May 2008

On behalf of ~~XXXXXX~~ [mortgagee/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 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 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

Short particulars of all the property mortgaged or charged (cont...)

As a continuing security for the discharge and payment of the Secured Obligations and with full title guarantee, the Borrower

- (a) charges to the Bank by way of legal mortgage all its legal interests in the Properties and otherwise by way of fixed charge the Properties (to the full extent of its interests in the Properties or their proceeds of sale),
- (b) except to the extent that the same shall have been assigned to the Bank pursuant to the Assignment of Rental Income, assigns to the Bank its interests in the benefit of all covenants and rights relating to the Properties and the benefit of all easements serving or relating to the Properties, subject to reassignment on redemption,
- (c) except to the extent that the same shall have been assigned to the Bank pursuant to the Assignment of Rental Income, assigns to the Bank all of its rights and benefits under any leases, tenancies, agreements for lease and licences in respect of the Properties, all the proceeds of any claim, award or judgment arising out of any of them and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing (in each case whether now or in the future) subject to reassignment on redemption,
- (d) assigns to the Bank the proceeds of each policy of insurance now or in the future issued in relation to the Properties and the other assets charged by the Legal Charge, subject to reassignment on redemption, and
- (e) charges to the Bank by way of fixed charge its interests in all landlord's fixtures and fittings from time to time attached to the Properties

PLEASE NOTE, INTER ALIA:

1 First fixed security

The fixed security created by clauses 3 1(a) to 3 1(e) of the Legal Charge shall constitute first ranking fixed security

2 General restrictions

The Borrower shall not without the prior written consent of the Bank do any of the following -

- (a) (except in favour of the Bank) create or permit to arise or continue any Encumbrance affecting its interests in the Charged Property now and in the future nor increase nor extend any liability of the Borrower secured on any of the Charged Property now and in the future,
- (b) save as permitted by the Facility Letter, dispose of the Charged Property, or
- (c) save as permitted by the Facility Letter, enter into any onerous or restrictive obligations affecting the Property or any part of it

Short particulars of all the property mortgaged or charged (cont...)

3 **Priority arrangements**

If the Bank does consent to the creation of a mortgage or charge on the Charged Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of registered land this will require registration and will be a public document.

In these particulars the following definitions are used:

"Assignment of Rental Income" means the assignment of rental income dated 30 April 2008 executed by the Borrower and the Bank,

"Charged Property" means the Properties and the assets and undertaking, charged and/or assigned by the Bank to the Borrower by clause 3 of the Legal Charge,

"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien),

"Facility Letter" means the facility letter dated 26 April 2007 from the Bank and accepted by the Borrower on 2 May 2007 and is supplemented by a letter dated 28 January 2008, and

"Properties" means the properties specified in the schedule hereto (including all buildings thereon) (and **"Property"** means each of them)

SCHEDULE

Properties

specifically charged by clause 3.1 of the Legal Charge (in the case of registered land, showing title number)

| Address or Description of Property | Title Numbers | (Registered) Proprietor for all Properties in this Schedule |
|------------------------------------|----------------------|---|
| 40 and 42/44 Deansgate, Bolton | GM659091 GM839260 | The Borrower |



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

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

COMPANY NO. 5828668
CHARGE NO. 17

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 30 APRIL
2008 AND CREATED BY WELLBARK PROPERTY UNLIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 9 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES