



CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

125648/13

395

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

Company number

125648/13

06281860

Name of company

* Shorepoint Property Company Limited ("the Chargor")

Date of creation of the charge

28 April 2008

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

Legal Charge dated 28 April 2008 between (1) The Chargor and (2) Principality Building Society ("the Society")
("the Charge")

Amount secured by the mortgage or charge

All monies obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Mortgagor to the Society whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style on any account or in any manner whatsoever ("the Secured Liabilities") and the Chargor covenants with the Society that it will pay interest (as well after as before any demand or judgment) on the Secured Liabilities at the rate applicable to such liabilities or, in the absence of any such agreed rate, at the rate of three (3) % per annum above the Society's commercial lending base rate, such interest to be compounded in accordance with the Society's usual practice in the event of it not being duly and punctually paid

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

Principality Building Society, Principality Buildings, Queen Street, Cardiff

Postcode CF10 1UA

Presentor's name address and
reference (if any) **LJW/AMC2**
Halliwells LLP
The Plaza **DX 14126**
100 Old Hall Street **LIVERPOOL**
Liverpool
L3 9TD

Ref LJW/AMC2/S53558 1

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

WEDNESDAY



AJ4P8ZIB

A30

07/05/2008

378

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 The Chargor with full title guarantee hereby charges by way of legal mortgage all that property known as 27 High Street, Andover, more particularly described in a conveyance dated 05 December 1990 made between (1) Raymond Victor Moody Dunning, Basil James Dunning and Christopher Alfred Frederick Dunning and (2) Geraldine Elaine Savage, Penelope May White and Stephanie Jill Hampson ("the Property") together with all buildings and fixtures from time to time on the Property as a continuing security to the Society for the payment and discharge of the Secured Liabilities

2 The Chargor charges by way of fixed equitable charge in favour of the Society the goodwill of any business now or from time to time carried on or from the Property or any part thereof by the Chargor as security for the discharge of the Secured Liabilities

3 The Chargor charges by way of floating charge in favour of the Society all movable plant machinery implements utensils furniture and equipment and other chattel assets now or from time to time placed on or about the Property by the Chargor as security for the payment and the discharge of the Secured Liabilities.

Note -

The Charge contains the following undertakings by the Chargor -

(a) The Chargor undertakes to the Society that at no time during the subsistence of the security constituted by this Legal Charge will the Chargor, otherwise than in favour of the Society or with the prior written consent of the Society and in accordance with and subject to any conditions which the Society may attach to such consent create, grant, extend or permit to subsist any mortgage, debenture, charge or any other security interest on or over the Property or any part thereof. This prohibition shall apply not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security in priority to the Charge but also to any mortgages, securities or charges which rank or purport to rank *par passu* with or subsequent to the Charge

please see continuation sheet attached

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

W. J. J. J.

Date 06 May 2008

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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**.

CHFP025

Particulars of a mortgage or charge (continued)

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binding margin

Continuation sheet No _____
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
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bold block lettering*

Company Number

06281860

Name of Company

Shorepoint Property Company Limited ("the Chargor")

Limited*

* delete if
inappropriate

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

(b) The Chargor undertakes to the Society that at no time during the period the Charge is in force will the Chargor, except with the prior written consent of the Society and in accordance with any conditions that may be attached to such consent -

- (i) execute or agree to execute any conveyance or assignment or transfer of the Property or any part thereof, or
- (ii) exercise any of the powers reserved to a mortgagor by sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy of the Property or any part thereof or accept or agree to surrender of any lease or tenancy thereof, or
- (iii) allow any person any licence or other right to occupy or share possession of the Property or any part thereof, or
- (iv) give any consent, licence or agreement, whether expressly or by conduct, to any assignment of any lease or tenancy of the Property or to any sub-letting under any such lease or tenancy or to the assignment of any sub-lease or sub-tenancy of the Property or any part thereof

(c) The Chargor undertakes to the Society that the Chargor will or will cause the tenant under any lease where appropriate at all times during the period that the Charge is in force -

- (i) to perform other covenants as contained in any lease or agreement for a lease under which the whole or any part of the Property shall be held and, without prejudice to the generality to the foregoing, take no steps whatsoever whereby any such lease shall be forfeited or the agreement may be terminated or the rent payable thereunder may be increased or omit to do anything that such omission may result in any such forfeiture, termination or increase in rent
- (ii) observe and perform all restrictions and other covenants and stipulations for the time being affecting the Property or any part thereof or the use or enjoyment of any part thereof
- (iii) comply with all requirements of planning legislation and all building and other regulations and bye-laws so far in each case as the same affect any land or buildings forming part of the Property or the user thereof
- (iv) pay when due all rents, rates, charges, taxes, duties, assessments and other outgoings whatsoever charged, assessed, levied or imposed upon the Property or the owner or occupier thereof and shall indemnify and keep indemnified the Society and any receiver appointed by it against all such payments and if any such sums shall be paid by the Society or any such receiver the same shall be repaid by the Chargor on demand with interest from the date of the demand to the date of payment
- (v) comply with all relevant environmental, health and safety and similar laws, regulations and directives and ensure that the Property is free from contamination

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

*Please complete
legibly, preferably
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bold block lettering*

***Please complete
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bold block lettering***



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6281860
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 28 APRIL
2008 AND CREATED BY SHOREPOINT PROPERTY COMPANY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO PRINCIPALITY BUILDING
SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 7 MAY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MAY 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**