

M

COMPANIES FORM No. 395

141550/13

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

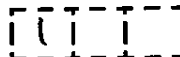
Company number

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company



06733067

Name of company

* Tallismere Properties (the "Company")

Date of creation of the charge

12 December 2008

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

Debenture dated 12 December 2008 between (1) the Company and (2) The Governor and Company of the Bank of Ireland (the "Bank") (the "Debenture")

Amount secured by the mortgage or charge

Please see continuation sheet attached.

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

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
36 Queen Street
London

Postcode EC4R 1HJ

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

Halliwell's LLP
The Plaza
100 Old Hall Street
Liverpool
L3 9TD

Ref: RGC.APL.BAN59.92

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

WEDNESDAY



ASQMD641

A40

31/12/2008

17

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

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)

NIL

Signed

Hallivells LLP

Date

30.12.08.

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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

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 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

† delete as
appropriate

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

06733067

Name of Company

Tallismere Properties (the "Company")

Limited*

* delete if
inappropriate

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

all moneys, obligations and liabilities whether actual or contingent at any time due, owing or incurred to the Bank by the Company 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 Company, and all amounts which may become payable or for which the Company may become liable under the Debenture and together with interest to date of payment as provided in the Debenture, 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 Company or all or any part of the property, assets and rights from the time being comprised in or subject to the charges contained in the Debenture (the "**Charged Property**") 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 Company under the Debenture or any document, arrangement or agreement between the Company and the Bank or any disclaimer of any of its contracts, agreements or arrangements or any of its liabilities or obligations to the Bank, and also interest on the foregoing to the date of payment (the "**Secured Liabilities**")

Please do not
write in this
binding margin

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

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

The Company charges and mortgages with full title guarantee as a continuing security with the payment to the Bank and all moneys agreed to be paid and with the discharge of all the Secured Liabilities:-

1. By way of legal mortgage all freehold and leasehold property of the Company at any time and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon;

2. By way of first fixed legal charge:-

(a) all goodwill and connection of all businesses carried on by or on behalf of the Company at any time, any patents, trade marks, copyrights, registered designs and similar assets or rights at any time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto and any uncalled capital at any time of the Company;

(b) all book debts and other debts and all moneys whatsoever from the time being due, owing or payable to the Company, (including the benefit of any judgment or order to pay a sum of money) and the benefit of any mortgages, charges, pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising, at any time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company;

(c) all shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages; and

(d) all right, title and interest of the Company to and in any proceeds of any insurances at any time.

3. By way of floating charge:-

(a) the undertaking and all other property, assets and rights of the Company whatsoever and wheresoever at any time; and

(b) any property, assets and/or rights that are not or have ceased to be effectively mortgaged or charged by way of first fixed charge by the Debenture.

The Debenture contains the covenant that the Company will not without the prior written consent of the Bank create any mortgage, debenture, charge, pledge or any security interest whatsoever upon and so that no lien or set-off shall in any case or in any manner arise on or affect any part of the Charged Property ranking either in priority to or pari passu with the charge hereby created or which will rank after the charge contained in the Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6733067
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 12
DECEMBER 2008 AND CREATED BY TALLISMERE PROPERTIES
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE GOVERNOR & COMPANY OF THE
BANK OF IRELAND ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 31 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JANUARY 2009



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES