

M

CHFP025

Please do not
write in
this margin

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

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

15

06189699

Name of company

* Wild Bennett (Hollywell Lane) Limited ("the Company")

Date of creation of the charge

8 May 2008

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

Charge over Proceeds Account made between (1) the Company and (2) G&C
Finance plc ("the Lender") (the "Charge")

Amount secured by the mortgage or charge

4
10
All the Company's liabilities to the Lender of any kind and in any currency
(whether present or future actual or contingent and whether incurred alone
or jointly with another) together with the Lender's charges and commission
Interest and Expenses ("Company's Obligations")

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

G&C Finance plc of 15 Hockley Court, Stratford Road, Solihull,

Postcode B94 6NW

Presenter's name address and
reference (if any)

Eversheds LLP
115 Colmore Row
Birmingham
✓ B3 3AL

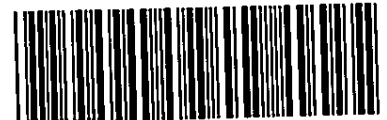
PEARCECA/bir_corp 1234294

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



AD62KZQ4

A36

15/05/2008

210

COMPANIES HOUSE

1 The Company with full title guarantee as a continuing security for the payment and discharge of the Company's Obligations hereby charges to the Lender all its right, title and interest in the Charged Balance. *291*

2 The Company represents and warrants that it is and shall be the sole beneficial owner of the Charged Account and the Charged Balance, free from any Security Right (other than any Security Right in favour of the Bank).

3 The Company undertakes:-

3.1 that it will not assign, transfer, create, attempt to create or permit to subsist any Security Right on the Charged Account or any part of the Charged Balance (other than any Security Right in favour of the Bank)

3.2 to procure that the Charged Account shall be the sole account of the Company into which Project Receipts will be paid;

continued

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 *Everheds LLP*

Date 13 May 2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] † G&C Finance plc

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

*† 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 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

Name of company

*insert full name
of Company

* Wild Bennett (Hollywell Lane) Limited ("the Company")

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

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

3.3 notwithstanding the terms of any mandate establishing or setting out the terms of the operation of the Charged Account, to procure that the Lender shall be and shall remain the sole signatory;

3.4 to debit and/or credit the Charged Account in accordance with the instructions of the Lender and otherwise operate the Charged Account in accordance with the instructions of the Lender, and

3.5 to disclose to the Lender all and any information in relation to the Charged Account as the Lender may request (including, without limitation, details of the balance standing to the credit of the Charged Account),

4. The Company shall not be entitled, except with the Lender's prior written consent, to withdraw the Charged Balance or any part of it during the continuance of the Charge. In the event of any inconsistency, between the provisions of the Charge and the Deed of Priorities, the provisions of the Deed of Priorities will prevail until such time as the Deed of Priorities no longer has any force or effect

5. The Company confirms and acknowledges that the Lender will (on the Company's behalf) promptly after the Bank Discharge Date notify the Bank of the terms of the Charge in substantially the form set out in Schedule 2 of the Charge;

6. When requested by the Lender the Company shall -

6.1 procure that an acknowledgement in the form of Schedule 3 of the Charge is provided by the Bank to the Company (with a copy to the Lender) promptly upon receipt by the Bank of the notice referred to in Clause 3.4.1 of the Charge, and

6.2 take such action (if any) in respect of such notification and acknowledgement as is requested by the Lender from time to time

Definitions:

"Bank" means The Governor and Company of the Bank of Ireland,

Name of company

*insert full name
of Company

* Wild Bennett (Hollywell Lane) Limited ("the Company")

"Bank's Debt" means the aggregate amount from time to time outstanding of all monies all monies, obligations and liabilities (whether actual or contingent, present or future) from time to time due owing or incurred by the Company to the Bank,

"Bank Discharge Date" means the date on which the Bank confirms to the Lender in writing that the Bank's Debt has been discharged in full,

"Charged Account" means:

Account Number: 82520914

Account Name: Wild Bennett (Hollywell Lane) Proceeds Account

Branch. 5th Floor, 15-16 Park Row, Leeds, LS1 5HD

Sort Code: 12-05-65

"Charged Balance" means the balance for the time being on the Charged Account and includes all interest accrued thereon;

"Deed of Priorities" means a deed of priorities made between, inter alia, the Bank (1), the Lender (2) and the Company (3) dated 19 July 2007 and any variation amendment or extension thereof or supplement thereto from time to time;

"Expenses" means all expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Charged Property or the Company's Obligations or in taking or perfecting the Charge or in preserving defending or enforcing the security created by the Charge or in exercising any power under the Charge or otherwise with Interest from the date they are incurred.

"Interest" means interest at the rate(s) charged to the Company by the Lender from time to time.

"Loan Agreement" means a loan agreement dated 19 July 2007 made between (1) the Company and (2) the Lender and any variation amendment or extension thereof or supplemental thereto from time to time in force,

"Receiver" means any one or more receivers and/or managers appointed by the Lender pursuant to any Security Right granted by the Company in favour of the Lender including any substituted receiver and/or manager;

"Project Receipts" has the meaning given to it in the Loan Agreement.

"Security Right" means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6189699
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER PROCEEDS
ACCOUNT DATED 8 MAY 2008 AND CREATED BY WILD
BENNETT (HOLLYWELL LANE) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
G&C FINANCE PLC 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 15 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES