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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

Company number

17

1161150

Name of company

* Charles Birch Limited (the "Tenant")

Date of creation of the charge

20 January 2009

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

Rent Deposit Deed made between the Tenant (1) and the Landlord (2) (the
"Deed")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

Glengate (Folkestone) Limited
25 Harley Street, London
(the "Landlord")

Postcode W1G 9BR

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

Taylor Wessing LLP
5 New Street Square
London
EC4A 3TW

Ref: ACE

Time critical reference

GLE-23-U19/Deed CBL

For official Use (06/2005)
Mortgage Section

Post room

SATURDAY



AFAX16SV

A26

24/01/2009

497

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed

Taylor Wessing LLP

Date

23.01.09

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

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**

Definitions

"Account" means an account maintained by the Landlord with the Bank in the name of the Landlord;

"Bank" means Bank of Scotland at The Mound, Edinburgh or such other bank as the Landlord may designate from time to time;

"Deposit" means the sum of **FIVE THOUSAND POUNDS** (£5,000) which has been paid to the Landlord as security for the observance and performance of the Tenant's obligations pursuant to the Lease and all sums from time to time standing to the credit of the Account (including interest and any further sums credited to the Account pursuant to the provisions of the Deed);

"Lease" means a lease of the Premises dated 21 December 2007 and made between the Landlord (1) and Keith Dann (trading as "Shoetec") (2) for a term of ten years from 24 June 2007 and all licences consents variations and other documents supplemental to the Deed; and

"Premises" means all that ground floor lock up shop known as 81 Sandgate Road, Folkestone, Kent.

SCHEDULE 1

Amount secured by the mortgage or charge

Without prejudice to any right or remedy which the Landlord may have under the Lease the Landlord shall be entitled to appropriate and withdraw from the Account (notifying the Tenant in writing from time to time of the amount withdrawn) such sums as may be required to meet the following liabilities:

- (a) all rents service charges insurance premiums or other contribution to the cost of insurance of the Premises outgoings interest and other sums payable to or recoverable by the Landlord or in respect of which the Landlord is entitled to be indemnified by the Tenant under the Lease which are outstanding for more than 7 days after the date upon which they fall due under the Lease;
- (b) any claims demands damages losses costs expenses or other sums payable or properly incurred by virtue of any breach of any of the Tenant's obligations contained in the Lease or in the Deed;
- (c) any loss or damage suffered by the Landlord in consequence of the forfeiture or disclaimer of the Lease including (without prejudice to the generality of the foregoing) loss of mesne profits agents fees and all other expenses in relation to a re-letting of the Premises (including any abortive transactions) or any sum for which the Landlord may prove in the insolvency of the Tenant pursuant to the Insolvency Act 1986;
- (d) the payment on a full indemnity basis of all legal and surveyor's costs and all other costs charges and expenses properly incurred by the Landlord in relation to any of the matters specified in sub-clauses (a) to (c) (inclusive) above;
- (e) the discharge of all legal and administrative costs bank charges and other expenses properly incurred by the Landlord in relation to the Account or the operation or enforcement of the Deed;
- (f) any Value Added Tax chargeable in respect of any of the sums payable pursuant to sub-clauses (a) to (e) (inclusive) above or any other supply for Value Added Tax purposes under the Deed;
- (g) any tax upon the interest accruing in the Account in respect of which the Landlord is accountable.

(the "Liabilities")

SCHEDULE 2

Short particulars of the property mortgaged or charged

The Tenant charged to the Landlord with full title guarantee its right and interest in the Account and all sums from time to time standing to the credit of the Account with payment of the Liabilities.

NOTE:

The Tenant covenants with the Landlord:

- (a) that within seven days of receipt of any written notification that the Landlord has properly made an appropriation and withdrawal from the Account the Tenant shall pay into the Account such sum as shall when added to the monies (if any) remaining to the credit of the Account equal the original amount of the Deposit as referred to in clause 2.1 of the Deed; and
- (b) not to create or permit any mortgage charge pledge encumbrance or security in relation to the Deposit other than the charge contained in the Deed.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1161150
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 20
JANUARY 2009 AND CREATED BY CHARLES BIRCH LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO GLENGATE (FOLKESTONE) LIMITED
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 24 JANUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JANUARY
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES