

LEGALINX LIMITED

Mortgage Package

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Mortgage Package

Company Name: **LEGALINX LIMITED**, Company Number: **02357470**

Your Reference: **test**

Extract Date & Time: **15/11/2017 14:58**

Documents included:

15/11/2017	CUSTOM	General Page
15/11/2017	CUSTOM	Filing History
15/11/2017	CUSTOM	Mortgage Page
16/07/2012	MISC	Section 519
28/04/2011	MG02	Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 1
24/02/2011	MG02	Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 3
23/05/2007	403a	Declaration of satisfaction of mortgage/charge
23/02/2007	395	Particulars of mortgage/charge
02/02/2005	395	Particulars of mortgage/charge
12/02/2004	395	Particulars of mortgage/charge

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UK Company Info



International Company Info



People Information Lookup



General Information

Company Name: **LEGALINX LIMITED**, Company Number: **02357470**

Company Type:	Private limited company
Company Status:	Active
Date of Incorporation:	09/03/1989
Registered Office Address:	14-18 City Road, Cardiff, South Glamorgan, CF24 3DL
Nature of Business (SIC)	58290 - Other software publishing 63990 - Other information service activities not elsewhere classified 69109 - Activities of patent and copyright agents; other legal activities not elsewhere classified
Accounting Reference Date:	30/06
Last Accounts Made Up To:	30/06/2016
Next Accounts Due:	31/03/2018
Last Return Made: Up To:	
Next Return Due Date:	
Last Confirmation Statement Date:	14/02/2017
Next Confirmation Statement Date:	14/02/2018
Next Confirmation Statement Due Date:	28/02/2018
Mortgage: Number of Charges:	3 (0 Outstanding / 0 Part Satisfied / 3 Satisfied)
Last Member List:	14/02/2016

Previous Names in the Last 20 Years

Previous Name	Effective From	Date of Change
SEVERNSIDE COMPANY SERVICES LIMITED	09/03/1989	25/07/2003
7SIDE LIMITED	25/07/2003	12/06/2013



Company Filing History (extracted from Companies House Services (Beta))

Company Name: **LEGALINX LIMITED**, Company Number: **02357470**

Type	Date	Description
AUD	27/06/2017	Auditor's resignation
AA	04/04/2017	Accounts for a small company made up to 30/06/2016
CS01	21/02/2017	Confirmation statement made on 14/02/2017 with updates
AA	29/03/2016	Full accounts made up to 30/06/2015
AR01	25/02/2016	Annual return made up to 14/02/2016 with full list of shareholders
TM02	23/12/2015	Termination of appointment of Darren John Cobb as a secretary on 15/12/2015
CH01	28/04/2015	Director's details changed for Mr Mark Allwood on 28/04/2015
AA	25/03/2015	Full accounts made up to 30/06/2014
AR01	03/03/2015	Annual return made up to 14/02/2015 with full list of shareholders
AP01	23/10/2014	Appointment of Mr Mark Allwood as a director on 01/10/2014
SH01	01/09/2014	Statement of capital following an allotment of shares on 12/06/2014
AA	07/04/2014	Full accounts made up to 30/06/2013
AR01	25/02/2014	Annual return made up to 14/02/2014 with full list of shareholders
TM01	25/02/2014	Termination of appointment of Samuel Lloyd as a director
AUD	01/07/2013	Auditor's resignation
CERTNM	12/06/2013	Certificate of change of name
CONNOT	12/06/2013	Change of name notice
AUD	17/05/2013	Auditor's resignation
AA	03/04/2013	Full accounts made up to 30/06/2012
AR01	12/03/2013	Annual return made up to 14/02/2013 with full list of shareholders
AUD	16/07/2012	Auditor's resignation
MISC	16/07/2012	Section 519
AA	12/03/2012	Accounts for a small company made up to 30/06/2011
AR01	24/02/2012	Annual return made up to 14/02/2012 with full list of shareholders
AA	04/05/2011	Total exemption small company accounts made up to 28/02/2011
MG02	28/04/2011	Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 1
AR01	29/03/2011	Annual return made up to 14/02/2011 with full list of shareholders
TM01	28/03/2011	Termination of appointment of Mary Lovell as a director
AP03	28/03/2011	Appointment of Mr. Darren John Cobb as a secretary
AP01	28/03/2011	Appointment of Mr. Cameron David Beavis as a director
TM01	28/03/2011	Termination of appointment of Amanda Biss as a director
TM01	28/03/2011	Termination of appointment of Christopher Sollars as a director
TM02	28/03/2011	Termination of appointment of Samuel Lloyd as a secretary
AP01	28/03/2011	Appointment of Mr. Timothy Lloyd Mahony as a director
AA01	09/03/2011	Current accounting period shortened from 28/02/2012 to 30/06/2011
AA01	04/03/2011	Previous accounting period extended from 31/01/2011 to 28/02/2011
MG02	24/02/2011	Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 3
AA	30/06/2010	Total exemption small company accounts made up to 31/01/2010
RESOLUTIONS	22/04/2010	RES01 Resolution of Memorandum and/or Articles of Association
CC04	22/04/2010	Statement of company's objects
AR01	23/02/2010	Annual return made up to 14/02/2010 with full list of shareholders
CH03	23/02/2010	Secretary's details changed for Mr Samuel George Alan Lloyd on 01/10/2009
CH01	23/02/2010	Director's details changed for Christopher John Sollars on 01/10/2009
CH01	23/02/2010	Director's details changed for Mary Helen Colleen Lovell on 01/10/2009
CH01	23/02/2010	Director's details changed for Mr Samuel George Alan Lloyd on 01/10/2009
CH01	23/02/2010	Director's details changed for Amanda Jayne Biss on 01/10/2009
AA	30/10/2009	Total exemption small company accounts made up to 31/01/2009
363a	23/02/2009	Return made up to 14/02/09; full list of members
AA	30/10/2008	Total exemption small company accounts made up to 31/01/2008
363a	28/03/2008	Return made up to 14/02/08; full list of members
288b	26/03/2008	Appointment terminated director victor watson
AA	20/08/2007	Total exemption small company accounts made up to 31/01/2007
403a	23/05/2007	Declaration of satisfaction of mortgage/charge
363a	22/03/2007	Return made up to 14/02/07; full list of members

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288c	22/03/2007	Director's particulars changed
395	23/02/2007	Particulars of mortgage/charge
288a	09/10/2006	New director appointed
AA	20/06/2006	Total exemption small company accounts made up to 31/01/2006
363s	20/02/2006	Return made up to 14/02/06; full list of members
AA	29/11/2005	Total exemption small company accounts made up to 31/01/2005
288a	14/11/2005	New director appointed
363s	24/02/2005	Return made up to 14/02/05; full list of members
395	02/02/2005	Particulars of mortgage/charge
AA	16/03/2004	Accounts made up to 31/01/2004
225	16/03/2004	Accounting reference date shortened from 30/04/04 to 31/01/04
363a	15/03/2004	Return made up to 14/02/04; full list of members
288b	12/03/2004	Secretary resigned;director resigned
395	12/02/2004	Particulars of mortgage/charge
288a	07/02/2004	New director appointed
88(2)R	07/02/2004	Ad 02/02/04 -----£ si 97@1=97 £ ic 3/100
288a	07/02/2004	New secretary appointed
123	08/08/2003	Nc inc already adjusted 24/07/03
RESOLUTIONS	30/07/2003	RES01 Resolution of Memorandum and/or Articles of Association
RESOLUTIONS	29/07/2003	RES10 Resolution of allotment of securities
RESOLUTIONS	29/07/2003	RES04 Resolution of increasing authorised share capital
CERTNM	25/07/2003	Certificate of change of name
288a	18/06/2003	New director appointed
88(2)R	18/06/2003	Ad 12/06/03 -----£ si 1@1=1 £ ic 2/3
AA	23/05/2003	Accounts made up to 30/04/2003
363s	26/02/2003	Return made up to 14/02/03; full list of members
AA	10/12/2002	Accounts made up to 30/04/2002
363s	19/02/2002	Return made up to 14/02/02; full list of members
AA	14/05/2001	Accounts made up to 30/04/2001
363s	23/02/2001	Return made up to 16/02/01; full list of members
288c	26/10/2000	Secretary's particulars changed;director's particulars changed
AA	18/05/2000	Accounts made up to 30/04/2000
363s	21/02/2000	Return made up to 16/02/00; full list of members
AA	19/01/2000	Accounts made up to 30/04/1999
287	12/08/1999	Registered office changed on 12/08/99 from: 110 whitchurch road cardiff south glamorgan CF4 3LY
363a	23/03/1999	Return made up to 16/02/99; full list of members
AA	31/01/1999	Accounts made up to 30/04/1998
363s	17/03/1998	Return made up to 16/02/98; no change of members
AA	30/01/1998	Accounts made up to 30/04/1997
363a	24/02/1997	Return made up to 16/02/97; full list of members
AA	31/01/1997	Accounts made up to 30/04/1996
288	05/09/1996	Director's particulars changed
RESOLUTIONS	06/08/1996	SRES01 Special resolution of alteration of Memorandum of Association
363a	21/02/1996	Return made up to 16/02/96; full list of members
AA	16/01/1996	Accounts made up to 30/04/1995
363s	20/02/1995	Return made up to 16/02/95; no change of members
363s	20/02/1995	Return made up to 16/02/95; no change of members
AA	17/01/1995	Accounts made up to 30/04/1994
AA	17/01/1995	Accounts made up to 30/04/1994
287	04/10/1994	Registered office changed on 04/10/94 from: 21-27 city rd cardiff south glamorgan CF2 3BJ
287	04/10/1994	Registered office changed on 04/10/94 from: 21-27 city rd cardiff south glamorgan CF2 3BJ
AA	07/03/1994	Accounts made up to 30/04/1993
AA	07/03/1994	Accounts made up to 30/04/1993
363s	07/03/1994	Return made up to 16/02/94; no change of members
363s	07/03/1994	Return made up to 16/02/94; no change of members
AA	21/02/1993	Accounts made up to 30/04/1992
AA	21/02/1993	Accounts made up to 30/04/1992
363s	21/02/1993	Return made up to 16/02/93; full list of members
363s	21/02/1993	Return made up to 16/02/93; full list of members
AA	21/04/1992	Accounts made up to 30/04/1991
AA	21/04/1992	Accounts made up to 30/04/1991
RESOLUTIONS	21/04/1992	(W)ELRES S252 disp laying acc 14/02/92

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RESOLUTIONS	21/04/1992	(W)ELRES S366A disp holding agm 14/02/92
363s	17/03/1992	Return made up to 28/02/92; no change of members
363s	17/03/1992	Return made up to 28/02/92; no change of members
363a	07/06/1991	Return made up to 31/03/91; no change of members
363a	07/06/1991	Return made up to 31/03/91; no change of members
RESOLUTIONS	05/03/1991	SRES03 Special resolution of exemption from the Appointing of Auditors
AA	05/03/1991	Accounts made up to 30/04/1990
AA	05/03/1991	Accounts made up to 30/04/1990
363a	05/03/1991	Return made up to 31/12/90; full list of members
363a	05/03/1991	Return made up to 31/12/90; full list of members
287	23/01/1990	Registered office changed on 23/01/90 from: 83/85 city road cardiff CF2 3BL
287	23/01/1990	Registered office changed on 23/01/90 from: 83/85 city road cardiff CF2 3BL
224	15/03/1989	Accounting reference date notified as 30/04
224	15/03/1989	Accounting reference date notified as 30/04
NEWINC	09/03/1989	Incorporation



Mortgage Register

Company Name: **LEGALINX LIMITED**, Company Number: **02357470**

3 Charge(s) Registered

0 Outstanding, 3 Satisfied, 0 Part Satisfied

Description:	Debenture
Charge status:	fully-satisfied
Satisfied Date:	23/02/2011
Person(s) entitled:	Barclays Bank PLC
Created:	14/02/2007
Delivered:	23/02/2007
Amount Secured:	All monies due or to become due from the company to the chargee on any account whatsoever
Short particulars:	Fixed and floating charges over the undertaking and all property and assets present and future including goodwill bookdebts uncalled capital buildings fixtures fixed plant and machinery.
Transactions Filed Against this Charge:	Type: Registration of a charge (395) - Delivered: 23/02/2007 Type: Statement of satisfaction of a charge in full or part (MG02) - Delivered: 23/02/2011

Description:	Debenture
Charge status:	fully-satisfied
Satisfied Date:	23/05/2007
Person(s) entitled:	Hsbc Bank PLC
Created:	01/02/2005
Delivered:	02/02/2005
Amount Secured:	All monies due or to become due from the company to the chargee on any account whatsoever
Short particulars:	Fixed and floating charges over the undertaking and all property and assets present and future including goodwill bookdebts uncalled capital buildings fixtures fixed plant and machinery.
Transactions Filed Against this Charge:	Type: Registration of a charge (395) - Delivered: 02/02/2005 Type: Statement of satisfaction of a charge in full or part (403a) - Delivered: 23/05/2007

Description:	Debenture
Charge status:	fully-satisfied
Satisfied Date:	21/04/2011
Person(s) entitled:	Barclays Bank PLC
Created:	26/01/2004
Delivered:	12/02/2004
Amount Secured:	All monies due or to become due from the company to the chargee on any account whatsoever
Short particulars:	Fixed and floating charges over the undertaking and all property and assets present and future including goodwill bookdebts uncalled capital buildings fixtures fixed plant and machinery.
Transactions Filed Against this Charge:	Type: Registration of a charge (395) - Delivered: 12/02/2004 Type: Statement of satisfaction of a charge in full or part (MG02) - Delivered: 21/04/2011

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UK Company Info



International Company Info




People Information Lookup



9 July 2012

Statement under Section 519 Companies Act 2006.

In accordance with Section 519, we confirm there are no circumstances connected with our ceasing to hold office as auditors of 7Side Limited which we consider should be brought to the attention of members and/or creditors of the company.



BDO LLP



MG02

Statement of satisfaction in full or in part of mortgage or charge

Company name
1111111111

What this form is for

You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

X What this form is NOT for

You cannot use this form to register
a statement of satisfaction in full or in
part of a fixed charge for a
company registered in Scotland.
If you do this, please use form MG01.

THURSDAY

1111111111
AE53MTHS
21/04/2011 188
COMPANIES HOUSE

ii

Company details

Company name in full: 1111111111
1111111111

fo101f1c, aluse

fi

Creation of charge

Date charge created: 12/04/2011

Description: DEBENTURE

Date of registration: 12/04/2011

a

Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name: BARCLAYS BANK PLC
Address: 1 LOMBARD STREET
LONDON

Postcode: 1111111111

Name
Address
Postcode
Name
Address

Postcode: 1111111111

1111

Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by •

You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

The date of registration may be
confirmed from the certificate

Continuation page

Please use a continuation page if
you need to enter more details

MG02

Statement of satisfaction in full or in part of mortgage or charge

i

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

FIXED AND FLOATING CHARGES OVER THE UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE INCLUDING GOODWILL BOOKDEBTS UNCALLED CAPITAL BUILDINGS FIXTURES FIXED PLANT AND MACHINERY

ii

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ☒

[2] In full

☐ In part

G Please tick' one box only

iii

Signature

Please sign the form here

Signature



X

This form must be signed by a person with an interest in the registration of the charge

MG02

Statement of satisfaction in full or in part of mortgage or charge

B Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Sam Lloyd,

(company name) 7slide Limited

Address, 14-18 City Road

Town Cardiff

County/Region Cardiff

Postcode CF10 1DR

Country Wales

DX

Telephone

029 20 451444

D Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form

d Important information

Please note that all information on this form will appear on the public record.

is! Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Lmenhall, 32-38 Lmenhall Street,
Belfast, Northern Ireland, BT2 BBG
DX 481 N R Belfast 1

d Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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MG02

Statement of satisfaction in full or in part of mortgage or charge

Short particulars of the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

page
Please use a continuation page if
you need to enter more details

Short particulars

FIXED AND FLOATING CHARGES OVER THE UNDERTAKING AND ALL PROPERTY AND
ASSETS PRESENT AND FUTURE INCLUDING GOODWILL BOOKDEBTS UNCALLED CAPITAL
BUILDINGS FIXTURES FIXED PLANT AND MACHINERY

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied

☒ In full
☐ In part

Please tick one box only

Signature

Please sign the form here

Signature

1x

x

This form must be signed by a person with an interest in the registration of
the charge

MG02

Statement of satisfaction in full or in part of mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House. If there is a query on the form, the contact information you give will be visible to searchers of the public record.

Contact name

JL

Company

M&A Solicitors LLP

Address

3 Assembly Square

Britannia Quay

Cardiff Bay

Post town

Cardiff

County/Region

C F 1 0 4 P L

Index

200750 CARDIFF BAY

Telephone

029 2048 2288

Checklist

We may reject forms completed **incorrectly** or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form

Important information

Please note that all information on this form will appear **on the public record**.

Where to send

You may return this form to any Companies House address, however for efficiency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainsbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Lmenhall, 32-38 Lmenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

CHWP000

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use Company number

L.iJ.J_ J \ 2 'S,___it, D

Name of company

- insert full name of company

* 7SIDE LIMITED

1, S&Nut.a... 6iPAC-d- A1-AI'il 1-L-Dyo
of 2--- b Mo IG:t MNW6= JM 1."c.ttOU->t. //- efüt 7=I.S

† delete as appropriate

[a director][the secretary][Ae_sElff'11"11atre.ar][iaeElF'11R10, re.t1,eres11111eF] of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been

```
# insert a description
of the instrument(s)
acquiring
BVK! in the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc
```

paid or satisfied 1n [full] 1t

Date and descnpt1on of charge# **ls.r:: fiiuu:!!Jl':1 2..005' -'")-v.. /1-£..**

Date of registration _____
Name and address of (chargee) [trustee for the debenture holders] _____

"the date of
reg1strallon may be
oonflnned from the
certificate

g c..t"64M = -Lo-1:P--A £1,- S-a.9. I
 Short particulars of property charged § **fi.o4..:NCr CSNI6 C. o.J 414:::fid U4JüC.1116-**
el- "IML. C.0.,-P YA--0 AM.. 11\$ f flAMtwr /.

§ insert brief details
of property

And I make this solemn declaration consc1ent1ously believing the same to be true and by virtue of the prov1s1ons of the Statutory Declarations Act 1835

Declarant to sign below

Day Month Year

on 23 05 2007

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths ... *& IC.* **A M4H'-f'**

G.5.

Presenter's name address and
reference (if any)

781DEUMITED
14-18 CIIYAr'
CARDIFF
CF24 3C'
TEL *rr*
F: ...

For official Use (02/06)
Mortgage Section

WEDNESDAY

1

A58

23/05/2007

264

COMPANIES HOUSE

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act

bold block lettering Name of company

Date of creation of the charge

14TH FEBRUARY 2007

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

-----0-E s EN r u R E

Amount secured by the mortgage or charge

All money and liabilities now or in the future due, owing or incurred (before or after demand) by the Chargor to the Bank in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by the Chargor alone or by the Chargor jointly with any other person; whether the Chargor is a principal or a surety; and includes any liability (secured or unsecured) of the Chargor to a third party which subsequently becomes payable to the Bank by assignment or otherwise; and

All interest, commission, fees, charges, costs and expenses which the Bank may charge to the Chargor in the course of its business or incur in respect of the Chargor or its affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment.

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

BARCLAYS BANK PLC
1 CHURCHILL PLACE
LONDON E1 4 SHP

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

REF.3627201-7640240
BARCLAYS BANK PLC
UK BANKING SERVICE CENTRE
P.O. BOX 299
BIRMINGHAM, B1 3PF

Time critical reference

For official use

Mortgage section

Post room

FRIDAY

1111111111111111

A50 23102/2007 737
COMPANIES HOUSE

As specified in Part II of the attached Schedule.

NB The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

Please see attached 6 Continuation Sheets

Please do not write in this margin

C \

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

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

t delete as appropriate

Particulars as to commission, allowance or discount (note 3)

FOR **BARCLAYS BANK PLC**

Signed yJV/Q -

Date **'21 FEB 2007**

On behalf of [Company J(mortgagee/xxxxxxx) t

MANAGER

Designation of position in relation to the company:

UK BANKING SERVICE CENTRE

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 situated 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, or 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 are to be made payable to Companies House.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Please complete **Particulars of a charge continued**

legibly,
preferably
in black type or
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lettering!!:

Company number

02357470

Name of company

?SIDE LIMITED

("THE CHARGOR")

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Schedule to Form 395 for Debenture

Part I

Definitions

In this form 395:

'Assets' means *all* the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative;

'Floating Charge Assets' means those of the Assets *that* are for the *time* being comprised in the floating charge created by clause 3.1.3 of the Debenture but only insofar as concerns that floating charge;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights;

'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2 (h) of the Debenture;

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

'now' means on the date of the Debenture and **'present'** and **'future'** shall be construed accordingly;

'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2 of the Debenture;

'Secured Sums' means all *money* and *liabilities* covenanted to be paid or discharged by the Chargor to the Bank under clause 2 of the Debenture and set out in this Form 395 as the 'Amount secured';

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Please complete **Particulars of a charge continued**

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Company number

02357470

Name of company

7SIDE LIMITED

("THE CHARGOR")

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED - CONT'D

'**Securities**' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the financial Services and Markets Act 2000):

- which now or in the future represent a holding in a subsidiary undertaking of the Chargor (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (Z)(a) of that section "30 per cent or more" were substituted for "a majority"; or
- the certificates for which are now or in the future deposited by the Chargor with the Bank or which, if uncertificated, are held in an escrow or other account in favour of the Bank or held in the name of the Bank or that of its nominee or to the order of the Bank;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether *by way of conversion*, redemption, bonus, option, dividend, interest or otherwise;

Part II

Particulars of Property Mortgaged or Charged

By clause 3.1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Secured Sums:

1. by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Chargor and not registered at H.M. Land Registry;
2. by way of fixed charge:
 - (a) all Land in England and Wales now vested in the Chargor and registered at H.M. Land Registry;
 - (b) all other Land which is now, or in the future becomes, the Chargor's property;
 - (c) all plant and machinery now or in the future attached to any Land;
 - (d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land;
 - (e) all the Chargor's Securities;

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lettering!**Particulars of charge continued**

Company number

02357470

Name of company

7SIDE LIMITED

("THE CHARGOR")

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED - CONT'D

(f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the *Chargor*:

- which relate to Assets themselves subject to a fixed charge in favour of the Bank; or
- which are now or in the future deposited by the *Chargor* with the Bank;

together with all the rights and interests of the *Chargor* in these contracts and policies (including the benefit of all claims arising and all money payable under them);

(g) all the *Chargor's* goodwill and uncalled share capital for the time being;

(h)

- all the *Chargor's* Intellectual Property, present and future, including any Intellectual Property to which the *Chargor* is not absolutely entitled or to which it is entitled together with others;
- the benefit of all agreements and licences now or in the future entered into or enjoyed by the *Chargor* relating to the use or exploitation of any Intellectual Property in any part of the world;
- all trade secrets, confidential information and knowhow owned or enjoyed by the *Chargor* now or in the future in *any* part of the *world*;

(i) all trade debts now or in the future owing to the *Chargor*;
all other debts now or in the future owing to the *Chargor* save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989);

0) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the *Chargor* as security in respect of any Asset itself subject to a fixed charge in favour of the Bank;

3. by way of floating charge:

- (a) all the *Chargor's* Assets which are not effectively charged by the fixed charges detailed above; and

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Particulars of a charge continued

Company number

02357470

Name of company

7S!DE LIMITED

("THE CHARGOR")

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED - CONT'D

(b) without exception all *the* Chargor's Assets insofar *as they* are situated for the time being in Scotland;

but in each case so that the Chargor shall not without the Bank's prior written consent:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge);
- take *any* other step referred to in clause 5.1 of the Debenture with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

Part III

Covenants and Restrictions

1. Under clause 3.2 of the Debenture, the Bank may at any time crystallise the floating charge created in clause 3.1.3 of the Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at *any* time by the Bank to the Chargor in relation *to* any or all Floating Charge Assets, as the Bank specifies in the notice.
2. Under clause 3.3 of the Debenture, subject to the rights of any prior mortgagee, the Chargor must:
 1. deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3,1 including insurance and assurance policies;
 2. execute and deliver to the Bank any documents and transfers it requires at any time to constitute *or* perfect an equitable *or* *fegaf* charge (at its option) over any Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Bank may require to achieve this.

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Please complete **Particulars of a charge continued**

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Company number

02357470

Name of company

7SIDE LIMITED

("THE CHARGOR")

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED - CONT'D

3. Under clause 3.6 of the Debenture, any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
4. Under clause 4.1 of the Debenture, the Chargor must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account as the Bank directs. Pending that payment, the Chargor will hold all money so received upon trust for the Bank. The Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so.
5. Under clause 4.2 of the Debenture, if a credit balance on any account of the Chargor with the Bank includes proceeds of Receivables credited or transferred to that account, the Bank shall have an absolute discretion whether to permit or refuse to permit the Chargor to utilize or withdraw that credit balance and the bank may in its sole discretion at any time transfer all or any part of that credit balance to any other account of the Chargor with the Bank or to an account in the Bank's own name.
6. Under clause 4.3 of the Debenture, if the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargor to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by the debenture will in all other respects remain in full force and effect. In particular, all amounts due to the Chargor from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in clause 3.1.2 of the Debenture, subject only to any defences or rights of retention or set-off which the Bank or the third party may have against the Chargor.
7. Under clause 5 of the Debenture, the Chargor must not, except with the Bank's prior written consent:
 1. create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets;
 2. sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

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..Please complete **Particulars of a charge continued**

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Company number

02357470

Name of company

7SIDE LIMITED
("THE CHARGOR")

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

8. Under *clause* 10 of the Debenture:
1. the Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet;
 2. the Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02357470

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th FEBRUARY 2007 AND CREATED BY 7SIDE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th FEBRUARY 2007.

cJ



Companies House
for the record

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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395

Particulars of a mortgage or charge

A fee of £10 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)

Name of company

7s-id_e_L_im_it-ed

For official use

Company number

102357470

Date of creation of the charge

01 FEBRUARY 2005

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

Debenture

Amount secured by the mortgage or charge

All money and liabilities whatever, whenever and howsoever incurred by the Company whether now or in the future.

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

HSBC Bank plc, whose registered office is at 8 Canada Square, in the City of London.

Postcode E145HQ

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

HSBC Bankplc
CardiffSPC
1st Floor, Hodge House
114 St Mazy Street
Cardiff, CF10 1LF
DX 141680 Cardiff27

For official Use
Mortgage Section

Post room

11111111111111111111
A03 *ARVLZG6* 0480

Time critical reference

COMPANIES HOUSE 02/02/05

Bank Reference: OT011696/A/1635

Shgtrt particulars of all the property mortgaged or charged

Legal Mortgage on all freehold and leasehold land now vested in the Company together with all building fixture, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the First Schedule to the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture; and

First Fixed Charge on the chattels (including all additions and improvements to, and replacement of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture; and

First Fixed Charge on

- (i) All the present and future right, title and interest of the Company in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it.
- (ii) All chattels now or at any time afterwards belonging to the Company. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by this Debenture.
- (iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and for to any trade or process from time to time carried on by the Company.
- (iv) All book debts and other debts and monetary claims and any interest thereon, whether or not payable by any lessee, licensee or occupier of any immovable property (wherever situated) now or at any time afterwards due owing to or incurred by the Company. In addition, the full benefit of all guarantees and warranties for them and all liens, reservations and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below.
- (v) Any credit balance on any account of the Company with the Bank.
- (vi) Any credit balance on any account of the Company with any bank (other than the Bank) or other person.
- (vii) All goodwill and uncalled capital for the time being of the Company.
- (viii) All stocks, shares, debentures, bonds, loan capital and other securities including of any other company (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition, all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company, and any dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule below, collectively called the "securities").
- (ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Company (together with any of the securities mentioned in the Second Schedule below, collectively called the "intellectual property").
- (x) All policies of life insurance or assurance and all rights and claims to which the Company is or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned in Clause 8 (a) below).
- (xi) All rights and other property to which the Company is or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction.
- (xii) The benefit of all agreements for the provision by the Company to any person or any loan or credit or other financial accommodation of any description (including, without limitation, any floating leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company.
- (xiii) The proceeds of sale of any property mentioned above.

Floating Charge on all the undertaking of the Company and all its property whatsoever and wherever situate, now or at any time afterwards, entered into by the Company. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by this Debenture, and remitted as effectively so charged under the laws of the jurisdiction in which the same is situated.

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)

A fee of £10 is payable to Companies House in respect of each

Signed

Date 01.09.2008

a mortgage or charge.

On behalf of [company] Im ec/chazgee J

by the company or by the person who has delivered or sent the copy to the Registrar. The verification

Notes

- 1 The original instrument (if any) creating or evidencing the mortgage, 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 charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either

ion 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.

(See NoteS)

2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal Charge", etc, as the case may be, should be given.

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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 Cheques and Postal Orders are to be made payable to **Companies House**.

6 The address of the registrar of Companies is:-

Page 2

Companies House, Crown Way, Cardiff CF14 3UZ

FILE COPY



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

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

COMPANY No. 02357470

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
A DEBENTURE DATED THE 1st FEBRUARY 2005 AND CREATED BY ?SIDE LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC
BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER
1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd FEBRUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th FEBRUARY 2005.

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Companies House

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395

Particulars of a mortgage or charge

CHFP019 A fee of £10 is payable to Companies House in respect of

Please do not each register entry for a mortgage or charge.

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Pursuant to section 395 of the Companies Act 1985

Please complete To the Registrar of Companies
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in black type, or
bold block lettering

For official use Company number '

J

* :;ale Name of company
7 S D E L I M I T E D

I: J j -23-s,-41-0---

("THE CHARGOR ")

Date of creation of the charge

26TH JANUARY 2004

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

'5

DEBENTURE

Amount secured by the mortgage or charge

All money and liabilities now or in the future due, owing or incurred (before or after demand) by the Charger to the Bank in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by the Charger alone or by the Charger jointly with any other person; whether the Charger is a principal or a surety; and includes any liability (secured or unsecured) of the Charger to a third party which subsequently becomes payable to the Bank by assignment or otherwise; and

All interest, commission, fees, charges, costs and expenses which the Bank may charge to the Chargor in the course of its business or incur in respect of the Charger or its affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment.

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

BARCLAYS BANK PLC

54 LOMBARD STREET
LONDON EC3P 3AH

Presenter's name, address and
reference (if any): 20- -

SALES FINANCING - 17884
BARCLAYS LOAN SERVICING CENTRE
P.O. BOX299
BIRMINGHAM
B13PF

For official use

Mortgage section



"14
COMPANIES HOUSE

0599
12/02/04

Time critical reference

As specified in Part II of the attached Schedule.

NB The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

Please see attached 6 Continuation Sheets

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

A fee of £JO is payable to Companies House in respect of each register entry for a mortgage or charge. (See t & f & J/s appropriate

Particulars as to commission, allowance or discount {note 3}

FOR **BARCLAYS BANK PLC**

Signed

Date

10 FEB 2004

On behalf of [Compan>:- gagee/xxxxxxx] t

MANAGER

Des

osltion in relation to the company:

BARCLAYS LOAN SERVICING CENTRE

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,
 or 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. Cheques and Postal Orders are to be made payable to Companies House.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Particulars of a charge continued

Please complete
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lettering

Company number

2357470

Name of company

7SIDE LIMITED

("THE CHARGOR")

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Schedule to Form 395 for Debenture

Part I Definitions

In this form 395:

'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative;

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Debenture but only insofar as concerns that floating charge;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights;

'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2 (h) of the Debenture;

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

'now' means on the date of the Debenture and **'present'** and **'future'** shall be construed accordingly;

'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2 of the Debenture;

'Secured Sums' means all money and liabilities covenanted to be paid or discharged by the Chargor to the Bank under clause 2 of the Debenture and set out in this Form 395 as the 'Amount secured';

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Please complete **Particulars of a charge continued**

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lettering

Company number

2357470

Name of company

7SIDE LIMITED

("THE CHARGOR")

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED - CONT'D

'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000):

- which now or in the future represent a holding in a subsidiary undertaking of the Chargor (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or
- the certificates for which are now or in the future deposited by the Chargor with the Bank or which, if uncertificated, are held in an escrow or other account in favour of the Bank or held in the name of the Bank or that of its nominee or to the order of the Bank;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;

Part II

Particulars of Property Mortgaged or Charged

By clause 3.1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Secured Sums:

1. by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Chargor and not registered at RM. Land Registry;
2. by way of fixed charge:
 - (a) all Land in England and Wales now vested in the Chargor and registered at H.M. Land Registry;
 - (b) all other Land which is now, or in the future becomes, the Chargor's property;
 - (c) all plant and machinery now or in the future attached to any Land;
 - (d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land;
 - (e) all the Chargor's Securities;

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Particulars of a charge continued

Company number

1 **2357470**

Name of **company**

7STDE LIMITED

fTHE CHARGOR"

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED - CONT'D

(t) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor:

- which relate to Assets themselves subject to a fixed charge in favour of the Bank; or
- which are now or in the future deposited by the Chargor with the Bank;

together with all the rights and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them);

(g) all the Chargor's goodwill and uncalled share capital for the time being;

(h)

- all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which it is entitled together with others;
- the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world;
- all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world;

(i) all trade debts now or in the future owing to the Chargor;
all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989);

(j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in favour of the Bank;

3. by way of floating charge:

- (a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above; and

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Company number

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Name of company

7SIDE LIMITED

("THE CHARGOR")

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED - CONT'D

(b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland;

but in each case so that the Chargor shall not without the Bank's prior written consent:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge);
- take any other step referred to in clause 5.1 of the Debenture with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

**Part III
Covenants and Restrictions**

1. Under clause 3.2 of the Debenture, the Bank may at any time crystallise the floating charge created in clause 3.1.3 of the Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating Charge Assets, as the Bank specifies in the notice.
2. Under clause 3.3 of the Debenture, subject to the rights of any prior mortgagee, the Chargor must:
 1. deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 including insurance and assurance policies;
 2. execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over any Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Bank may require to achieve this,

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Particulars of a charge continued

Company number

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Name of company

7SIDE LIMITED

("THE CHARGOR")

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED - CONT'D

3. Under clause 3.6 of the Debenture, any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
4. Under clause 4.1 of the Debenture, the Chargor must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account as the Bank directs. Pending that payment, the Chargor will hold all money so received upon trust for the Bank. The Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so.
5. Under clause 4.2 of the Debenture, if a credit balance on any account of the Chargor with the Bank includes proceeds of Receivables credited or transferred to that account, the Bank shall have an absolute discretion whether to permit or refuse to permit the Chargor to utilize or withdraw that credit balance and the bank may in its sole discretion at any time transfer all or any part of that credit balance to any other account of the Chargor with the Bank or to an account in the Bank's own name.
6. Under clause 4.3 of the Debenture, if the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargor to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by the debenture will in all other respects remain in full force and effect. In particular, all amounts due to the Chargor from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in clause 3.1.2 of the Debenture, subject only to any defences or rights of retention or set-off which the Bank or the third party may have against the Chargor.
7. Under clause 5 of the Debenture, the Chargor must not, except with the Bank's prior written consent:
 1. create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets;
 2. sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

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Particulars of a charge continued

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("THE CHARGOR")

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

8. Under clause 10 of the Debenture:
1. the Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet;
 2. the Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent.

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

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
A DEBENTURE DATED THE 26th JANUARY 2004 AND CREATED BY 7S!DE LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th FEBRUARY
2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th FEBRUARY 2004.

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