005792/13

In accordance with Sections 859A and 859J of the Companies Act 2006

# MR01
## Particulars of a charge

Companies House

**A fee is payable with this form**
Please see 'How to pay' on the last page

**You can use the WebFiling service to file this form online**
Please go to www companieshouse gov uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registration 21 days** beginning with the day after the date of creation of the ch delivered outside of the 21 days it will be rejected unless it is accor court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record

FRIDAY

*A2LN8YMX*
A30 22/11/2013 #132
COMPANIES HOUSE

For official use

**→ Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

## 1 Company details

| | |
|---|---|
| Company number | 0 0 3 6 6 0 5 4 |
| Company name in full | WITTINGTON INVESTMENTS LIMITED |

## 2 Charge creation date

| | |
|---|---|
| Charge creation date | d 0 d 4 m 1 m 1 y 2 y 0 y 1 y 3 |

## 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

| | |
|---|---|
| Name | CREDIT SUISSE (UK) LIMITED |
| Name | |
| Name | |
| Name | |

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

## 4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

N/A

## 5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☑ **Yes**

☐ **No**

## 6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☑ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

## 7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☑ **Yes**

☐ **No**

MR01
Particulars of a charge

## Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name JONATHAN KEYS-MASSEY

Company name CREDIT SUISSE (UK) LIMITED

Address ONE CABOT SQUARE

Post town LONDON

County/Region LONDON

Postcode E 1 4 4 Q R

Country UNITED KINGDOM

DX

Telephone 02078836334

## Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

## 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 included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

## Important information

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

## How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'

## 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 Linenhall, 32-38 Linenhall 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



This form has been provided free of charge by Companies House

## 8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

## 9 Signature

Please sign the form here

Signature

Signature

X X

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

FILE COPY

# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 366054

Charge code: 0036 6054 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th November 2013 and created by WITTINGTON INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2013

Given at Companies House, Cardiff on 29th November 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

PD

CREDIT SUISSE

Private Banking

# Security Agreement

# How to Complete this Document

This agreement is needed if you wish to make use of the credit products we offer or to enter into transactions in contingent liability investments with or through us (see Terms and Conditions)

Please read this agreement carefully You should take independent legal advice before signing and only sign if you want to be legally bound

This agreement is to be signed as a deed Therefore, in order that this agreement be correctly executed

- if you are an individual or applying jointly, you must sign this agreement in the presence of an independent witness who is over eighteen years of age and of sound mind The independent witness must then sign the agreement where indicated in your presence,
- if you are a trust, this agreement must be signed by all trustees or otherwise in accordance with the provision of the trust deed,
- if you are a company, this agreement must be signed under seal (if required) or by a minimum of a director and the secretary or two directors,
- if you are a partnership, this agreement must be signed by all partners or otherwise in accordance with the provisions of the partnership agreement, and
- you should not mark any other part of this agreement

This agreement may need to be filed or registered

In the case of any priority agreements entered into with other lenders, this agreement and the priority agreement may need to be registered and may become a public document

If you are a company registered in England and Wales, this agreement will be registered as a charge with the Registrar of Companies in England and Wales Even if you are not registered in England and Wales, we may still try to register this agreement as a charge with the Registrar of Companies in England and Wales

If you or part of the Charged Property is not located or registered in England and Wales, this agreement may need to be filed or registered in the appropriate jurisdictions

Please contact your Relationship Manager if you have any questions about the content of this agreement

October 2010

Credit Suisse (UK) Limited and Credit Suisse Securities (Europe) Limited are associated but independent legal and regulated entities within the Credit Suisse Group and are authorised and regulated by the Financial Services Authority for the conduct of investment business in the United Kingdom The registered addresses of Credit Suisse (UK) Limited and Credit Suisse (Securities) Limited are Five Cabot Square London, E14 4QR and One Cabot Square, London, E14 4QJ respectively If you have any queries regarding the document please contact your Relationship Manager

© Credit Suisse 2010

THIS AGREEMENT is executed by you (the person or company as described in the schedule) as a deed and is made on the date shown in the schedule,

(A) in favour of us, Credit Suisse (UK) Limited (acting as trustee for Credit Suisse (UK) Limited, Credit Suisse Securities (Europe) Limited and Credit Suisse International), and

(B) as security for the Liabilities and in consideration of any or all of Credit Suisse (UK) Limited, Credit Suisse Securities (Europe) Limited and Credit Suisse International entering into and pursuant to the Client Agreement

By executing this agreement, you enter into the agreements and covenants and create the charges set out in this document

**1 Definitions**

1 1 "Client Agreement" means the Credit Suisse (UK) Limited, Credit Suisse Securities (Europe) Limited and Credit Suisse International Terms and Conditions together with the Acceptance Booklet and the Client Mandate which has been signed by you

"PSL Charged Property" means any Charged Property held by, or in an account with, PSL or any of its agents, representatives, correspondents or nominees

"we", "our" and "us' refer to Credit Suisse (UK) Limited and any transferee or successor in title

"you" and "your" refer to the person(s), partnership or company shown as "you" in the schedule

Unless the context otherwise requires, the definitions used in the Client Agreement shall have the same meanings when used in this agreement, including without limitation the following terms

(A) "Charged Property"

(B) "Credit Balances"

(C) "Liabilities"

(D) "Metals"

(E) "Relevant Official"

(F) "Securities"

1 2 References to Charged Property include any part of it

1 3 If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired

1 4 References to a deed, document or agreement is a reference to that deed, document or agreement as amended or novated from time to time

1 5 References to any statute or any section of it is deemed to include reference to any statutory modification or re-enactment of it for the time being in force

**2 Charges Created**

2 1 You covenant to pay or discharge to us on our demand the Liabilities and as a continuing security for such discharge and with full title guarantee you charge to us

(A) by way of fixed charge the Charged Property and any proceeds of sale or other realisation of the Charged Property, and

(B) except where you are an individual, by way of floating charge any of the Charged Property which is not effectively charged by the fixed charge detailed above

**3 Restrictions**

3 1 You will not without our prior written consent

(A) create or permit to arise any mortgage, charge, lien, other security or any trust over the Charged Property, or

(B) dispose of the Charged Property, except in relation to such Charged Property that is charged by way of floating charge created by Clause 2 1(B) but only insofar as concerns that floating charge whereby you will not without our prior written consent dispose of such Charged Property other than in the ordinary course of business, or

(C) be entitled to receive, withdraw, credit sums to, or otherwise deal with any of the Credit Balances unless and until we are satisfied that the Liabilities shall have been unconditionally and irrevocably discharged in full and the provisions of this Clause 3 1(C) and the continuing security provisions of Clause 8 shall apply notwithstanding that the Credit Balances or any part or parts thereof may have been deposited for a fixed period and that such period may or may not have expired

3 2 If we consent to the creation of a mortgage or charge on the Charged Property it may require a priority document or deed with the mortgagee or chargee

3 3 In relation to any PSL Charged Property, our charge over any part of the PSL Charged Property will rank behind PSL's security or other interest in such PSL Charged Property

**4 Crystallisation**

4 1 We may by written notice to you convert the floating charge created by Clause 2 1(B) into a fixed charge as regards any Charged Assets present or future that are not subject to a fixed charge under this agreement Following such notice, you shall not dispose of any such Charged Property that is included in this notice without our prior written consent

**5 Powers**

5 1 Section 103 of the Law of Property Act 1925, dealing with restrictions on the power of sale, will not apply to this agreement, but the statutory power of sale will arise on and be exercisable at any time after the execution of this agreement However, we will not exercise this power of sale until this agreement has become enforceable This provision will not affect any purchaser or require him to ask whether it has become enforceable

5 2 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages, will not apply to this agreement

5 3 All powers of a Relevant Official under this agreement may be exercised by us to the full extent permitted by law and whether or not a Relevant Official has been appointed

5 4 We may in writing appoint or remove, insofar as permitted by law, a Relevant Official or Relevant Officials of the Charged Property and may from time to time determine and pay the remuneration of a Relevant Official but any Relevant Official will be your agent and you will be responsible for the Relevant Official's acts, defaults and remuneration

5 5 Except where you are an individual, we may in writing appoint an administrator, including pursuant to paragraph 14 of Schedule B1 to the Insolvency Act 1986

5 6 We will not be liable as mortgagee in possession for any money not actually received by us

**6 Relevant Official**

6 1 Any Relevant Official appointed by us will be a receiver and manager and will (in addition to all powers conferred on him by law) have the following powers, which in the case of joint Relevant Officials may be exercised jointly or severally

(A) to take possession of and generally manage the Charged Property and the business,

(B) to sell, charge or otherwise dispose of or deal with the Charged Property without restriction,

(C) to effect, renew or increase insurances on the terms and against the risks that he thinks fit,

(D) to exercise all voting and other rights attaching to the Securities and investments generally,

(E) to take or defend any proceedings and enter into any arrangement or compromise,

(F) to borrow any money and secure the payment of money in priority to the Liabilities for the purpose of the exercise of any of his powers, and

(G) to do any other acts which the Relevant Official may consider to be incidental or conducive to any of the above matters or powers of to the preservation, improvement or realisation of the Charged Property

**7 Exercise and Application of Security**

7 1 If you fail to pay on demand the Liabilities, or to perform any of your obligations under this agreement, or if you request, the powers conferred by Section 101 of the Law of Property Act 1925 as varied and amended by this agreement shall be immediately exercisable by us

7 2 We may at any time place and keep for such time as we consider appropriate any monies received, recovered or realised in connection with the security on such terms as we consider appropriate without any obligation on us to apply any or all such monies in or towards the discharge of the Liabilities

**8 Continuing Security, Registration and Further Assurance**

8 1 This agreement shall be without prejudice and is in addition to every other right, remedy or security held by us whether now or in the future over any of the Charged Property for the payment of the Liabilities and this agreement shall remain a continuing security in our favour, regardless of any settlement of account or other matter whatsoever

8 2 You acknowledge that we may file or register details of this security in appropriate jurisdictions

8 3 You must on our demand in writing execute and deliver to us at your cost any deed, document or transfer and take any action required by us in any jurisdiction to

(A) perfect an equitable or legal charge or pledge (at our option) or this security or to further secure on the Charged Property the Liabilities, including but not limited to executing supplemental legal mortgages over property acquired after the date of this document, and

(B) facilitate the realisation of the Charged Property and exercise of the rights of any Relevant Official, administrator or delegate for the purpose of such realisation or in connection with such realisation

8 4 You will from time to time deposit with us all deeds and documents of title relating to the Charged Property

8 5 Where any Charged Property is located in or is otherwise subject to the laws of another jurisdiction other than England and Wales, the security is intended to be a grant of security interest in such Charged Property which is valid according to the law of that jurisdiction

**9 Charged Property**

9 1 You undertake if so requested by us to immediately transfer or to procure that there is transferred, all or any of the Charged Property to such nominees or agents as we may select and all certificates and other documents of title thereto, and stock transfer forms (executed in blank by or on your behalf) in relation to the Securities, and you agree that we may hold all or any of the Charged Property in any of our offices or with any correspondent or other agent (whether in the United Kingdom or elsewhere) and that all Charged Assets shall be held at your expense, risk and responsibility

9 2 If all or any of the Charged Property is transferred to our nominees or agents in accordance with Clause 9 1 we may (at our discretion and without notice to you or without the requirement of your consent and without prejudice to any other right that we have under this agreement), but subject to the provisions of Clause 9 3, instruct such nominees or agents to exercise at any time all powers or rights which may

(A) be exercisable by the person in whose name the Charged Property is registered or by the bearer of the Charged Property, or

(B) otherwise attach to the Charged Property

9 3 You agree that these powers conferred on us are solely to protect our interests in the Charged Property and do not impose any duty on us to exercise such powers You agree that we shall incur no liability for

(A) ascertaining or taking action in respect of any call, instalment maturity, tender or other matter in relation to the Charged Property or the nature or sufficiency of any payment (whether or not we have or are deemed to have knowledge of any such matter) or

(B) taking any necessary action to preserve rights against prior parties or any other right pertaining to the Charged Property

**10 Securities, Dividends and Voting Rights**

10 1 Unless and until the security becomes enforceable or we direct otherwise, subject to the terms of this agreement

(A) you may continue to exercise all voting and other rights attached to the Securities comprised in the Charged Property as long as you remain the registered owner, and

(B) if Securities comprised in the Charged Property are registered in our nominee's or agent s name, all voting and other rights attached to them will be exercised by the nominee or agent in accordance with Instructions you issue from time to time as permitted in the Client Agreement In the absence of Instructions, the nominee or agent will refrain from exercising any rights

10 2 Unless otherwise agreed, prior to us becoming entitled to exercise our rights and powers under this agreement

(A) all dividends, interest and other distributions paid on and received by or on our behalf, our nominees, agents or representatives in relation to any Charged Property will be held for your account and such dividends, interest and other distributions will be paid to you (net of any applicable Tax) as soon as possible following your request, and

(B) you will, subject to this agreement, be entitled to exercise all voting rights relating to the Securities and any other Charged Property for all purposes not inconsistent with the security and accordingly, to the extent that any Securities shall have been transferred into the name of our nominees, we will either exercise such voting rights in accordance with your written Instructions or grant a proxy to you

10 3 Upon us becoming entitled to exercise our rights and powers under this agreement and at any time and from time to time thereafter we or our nominees, agents, representatives or correspondents shall be entitled to

(A) exercise at our or their discretion, and without any notice to, or consent from, you or authority on your part, all voting and other rights now or at any time attaching to the Securities or any of them and in respect of Securities registered in your name you shall procure that all voting and other rights in respect of the Securities are exercised in accordance with such Instructions (if any) as may from time to time be given by us to you, and

(B) apply all dividends, interest and other distributions payable or paid in respect of the Charged Property as though they were the proceeds of sale under this agreement

10 4 You shall duly and promptly pay all calls which may from time to time be made in respect of any unpaid monies in respect of the Securities and will duly and promptly pay any other monies which you may lawfully be required to pay in respect of any of the Securities If you fail to pay a call we may make such payments on your behalf and any sums so paid by us shall be repayable by you on demand together with any costs and expenses incurred by us You hereby agree to pay to us on demand the amount of any calls that may be made on us, our agents or representatives, as the registered holder of the Securities and further agree to indemnify us against all loans, liabilities, costs, claims, actions and demands that may be sustained, incurred or made upon us, our agents or representatives, as the registered owner of the Securities

10 5 Upon any release of any of the Securities we shall not be bound to return the identical Securities which were deposited, lodged, held or transferred and you agree to accept Securities of the same class and denomination or such other Securities that represent the same holding

**11 Set-off and Appropriation**

11 1 All Charged Property held by us or any Associate is subject to a general lien in our favour in so far as there remains due from you to us any outstanding monies or Liabilities of any nature You agree with us as trustee of the benefit of your promise for each other Associate that without prejudice and in addition to any general lien, right to combine or consolidate accounts, set-off or other similar right to which we may be entitled by law, contract or otherwise, we and each of our Associates may at any time and without notice to you debit any Liabilities of yours to any of your accounts We may appropriate all payments received for your account in reduction of any of the Liabilities as we decide

11 2 You irrevocably authorise us in your name and at your expense to perform such acts and sign such documents as may be required to give effect to any set-off or transfer made under this Clause 11, including the right to convert any Currency at our own rate of exchange then prevailing

11 3 We are not obliged to exercise any of our rights under this Clause 11

11 4 Except where you are a trustee and you have several accounts each holding assets for different underlying trusts, where we have more than one account for you, we may at any time and without prior notice transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit, undertaking any related Foreign Exchange Transactions as may be necessary, but we shall notify you of the transfer having been made

11 5 The Liabilities shall rank amongst themselves in such order and manner as we and the CS Entities to whom the Liabilities are owed may agree, and in default of such agreement, in such manner as we may determine

11 6 We will hold the Charged Property as trustee, as an unallocated pool to which we and the other CS Entities are beneficially entitled in such proportion as we shall determine from time to time in our absolute discretion

11 7 We may open a new account or accounts upon receipt by us of actual or constructive notice of any charge or interest affecting the Charged Property Whether or not we open such an account, upon receiving such notice all payments received for your account will be treated as if we had credited them to a new account and will not reduce the amount of the Liabilities outstanding at the time we received the notice

**12 Power of Attorney**

12 1 You, by way of security, irrevocably appoint us and any Relevant Official severally as your attorney (with full power to appoint substitutes and to delegate) with power in your name and on your behalf and to sign or execute and deliver any deed, instrument or document, or to perform any act which may be required by us or any Relevant Official pursuant to this agreement or the exercise of any of their powers

**13 Conclusive Certificate**

13 1 A certificate given by any two of our authorised officers as to the amount of the Liabilities shall, except in the case of manifest error, be conclusive evidence thereof

**14 Notices**

14 1 Any notice to be given in connection with this agreement must be made in writing and delivered in accordance with the provisions for notices as set out in the Client Agreement

**15 Governing Law and Jurisdiction**

15 1 This agreement is governed by and construed in accordance with English law

15 2 You irrevocably agree for our benefit that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of this agreement Any proceedings arising out of this agreement may be brought in such courts You irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum Your submission is made for our benefit and shall not limit our right to take proceedings in any other court of competent jurisdiction nor shall our taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not

This agreement is executed by you as a deed and is signed by us and it will take effect on the date shown in the schedule

This document is a true copy of the original submitted which I have inspected.

Signature
Jonathan Kaye-Massey
Credit Suisse
Date 19.11.13



**Schedule.**

**Individual/Individual Trustee(s) Clients**
*(For individuals, if you have a Joint Account each account holder should sign below and where more than one Trustee, each Trustee should sign below)*

| | |
|---|---|
| Executed as a deed by | Executed as a deed by |
| Signature | Signature |
| Full Name GUY | Full Name |
| In the presence of | In the presence of |
| Witness' Signature | Witness' Signature |
| Witness' Full Name | Witness Full Name |
| Witness' Address | Witness' Address |

**Partnership/Corporate Clients**
Executed as a deed (or if your common seal was affixed to this deed, in the presence of)

Name of ~~Partnership~~/Company WITTINGTON INVESTMENTS LIMITED

| | |
|---|---|
| Authorised Signatory | Authorised Signatory |
| Full Name GUY WESTON | Full Name ANNA CATRINA HOBHOUSE |

Credit Suisse (UK) Limited
SIGNATURE/S VERIFIED
Name ROBERT WHITE
Signature
Date 04/11/13

Signed for and on behalf of Credit Suisse (UK) Limited

| | |
|---|---|
| Authorised Signatory | Authorised Signatory |
| Full Name ANDY WIGMAN | Full Name ANDY FIELDING |
| Date 04/11/13 | |

CREDIT SUISSE

**CREDITSUISSE (UK) LIMITED**
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