

MG01

Particulars of a mortgage or charge

133988/13



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

MONDAY



L1H64YUX

LD2

10/09/2012

#96

COMPANIES HOUSE

For official use

1

Company details

Company number

0 2 8 2 3 5 1 9

Company name in full

George Watt Limited (the "Chargor")

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d 0 6 m 0 9 y 2 0 1 2

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Fixed and Floating Security Document (the "Security Document") dated 6 September 2012 between the Chargor in favour of RBC Europe Limited (whose details are outlined at Box 5) as security agent for the benefit of the Secured Parties (the "Security Agent"). A secured party includes its successors in title, permitted assigns and permitted transferees.

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The Secured Liabilities, which are defined in the Security Document as meaning, all present and future moneys, debts and liabilities due, owing or incurred by any member of the Group to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name RBC Europe Limited (as Security Agent)

Address Thames Court

1 Queenhithe Court, London

Postcode E C 4 V 4 D E

Name

Address

Postcode

6 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

Please see attached continuation pages.

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X

Lukatus LLP

X

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

MG01

Particulars of a 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Mark Daniel

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 London/City

Telephone 02074562000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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

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

Short particulars of all the property mortgaged or charged

Continuation page (1)

GEORGE WATT LIMITED (02823519)

In box 6 labelled "short particulars" insert

1 FIXED CHARGES

The Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charged in favour of the Security Agent

- 1 1 **Present Real Property:** by way of first legal mortgage, all Real Property in England and Wales belonging to it at the date of the Security Document, including without limitation the Real Property specified in Schedule 5 (*Real Property*) to the Security Document
- 1 2 **Future Real Property:** by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future
- 1 3 **Other Assets:** by way of first fixed charge, all present and future
 - (a) Book Debts,
 - (b) Bank Accounts,
 - (c) Investments, including the Group Shares described in Schedule 4 (*Investments*) to the Security Document,
 - (d) uncalled capital and goodwill,
 - (e) Intellectual Property, including the Intellectual Property described in Schedule 6 (*Intellectual Property*) to the Security Document,
 - (f) plant and machinery (except that mortgaged or charged by the Security described in paragraphs 1 1 (*Present Real Property*) or 1 2 (*Future Real Property*) above) excluding any assets which are not owned by it,
 - (g) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits,
 - (h) VAT Proceeds,
 - (i) all moneys payable under any loans or other debt documents to which it is a party, including without limitation all Financial Indebtedness owing from one member of the Group to another member of the Group and any Subordinated Debt (as defined in the Intercreditor Agreement), and
 - (j) benefit of any Treasury Transaction to which it is a party, including all moneys payable to the Chargor under any Treasury Transactions to which it is a party
- 1 4 Until the relevant consent shall have been obtained, there shall be excluded from the charges described above
 - (a) any leasehold property held by the Chargor under a lease and any other property where the freehold is not owned where (i) the terms of such lease or other arrangement either preclude

Short particulars of all the property mortgaged or charged

Continuation page (2)

GEORGE WATT LIMITED (02823519)

absolutely the Chargor from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge (including, for the avoidance of doubt, where such third party's consent cannot, under the terms of such lease, be unreasonably withheld and/or delayed), and (ii) such consent has not been previously obtained

- (b) any Intellectual Property in which the Chargor has an interest pursuant to any licence or other agreement, the terms of which either preclude absolutely the Chargor from creating any security over its interest in such Intellectual Property, or require the consent of any third party prior to the creation of such charge and such consent has not been previously obtained

2 FLOATING CHARGE

- 2.1 **Creation:** The Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charged in favour of the Security Agent by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by the security described in paragraph 1 (*Fixed Charges*) above and assets expressed to be assigned by the security described in paragraph 3 (*Assignments*) below)

3 ASSIGNMENTS

- 3.1 Subject to paragraph 3.2 below, the Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, assigned absolutely to the Security Agent all its present and future
 - (a) right, title, and interest in and to the Assigned Contracts, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of receivable or received by the Chargor, under or in connection with the Assigned Contracts,
 - (b) right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances including all claims relating to, and all returns of premium in respect of, Insurances (except those described under paragraph 1.3 (*Other Assets*) above), and
 - (c) rights in relation to its Real Property (except those described under paragraph 1.2 (*Future Real Property*) above), including all Rental Income and all other rights against all past, present and future tenants of its Real Property and their respective guarantors and sureties
- 3.2 To the extent that any such right, title, interest or benefit described in paragraph 3.1 above is not assignable or capable of assignment, or where, as a result of such assignment, such Assigned Contract would be void, such assignment purported to be effected by paragraph 3.1 above shall operate as assignment of any and all proceeds of present or future Assigned Contracts received by the Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Finance Parties (or any of them)

Short particulars of all the property mortgaged or charged

Continuation page (3)

GEORGE WATT LIMITED (02823519)

4 FURTHER ASSURANCE

4.1 The Chargor shall promptly do whatever the Security Agent requires

- (a) to perfect, protect or ratify the Charges or the priority of the Charges, or
- (b) after the Security becomes enforceable, to facilitate the realisation of the Charged Assets or, at any relevant time, the exercise of any rights vested in the Security Agent or any Receiver,

including without limitation, executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction the Security Agent considers expedient (acting reasonably) or granting any confirmation or ratification of the Security, and in each case in a manner which is consistent with the remaining provisions of the Security Document and, in the case of any document required to be executed under this paragraph 4, containing clauses corresponding to and which are no terms no more onerous than the provisions of the Security Document

Short particulars of all the property mortgaged or charged

Continuation page (4)

GEORGE WATT LIMITED (02823519)

Note (1) In this form, except to the extent that the context requires otherwise

"Accession Letter" has the meaning given to it in the Facilities Agreement

"Agent" means RBC Europe Limited (formerly Royal Bank of Canada Europe Limited) as agent of the other Finance Parties

"Agreement for Lease" means an agreement to grant an Occupational Lease

any reference to **"assets"** includes present and future properties, revenues and rights of every description

"Assigned Contracts" means

- (a) the contracts and documents listed in Schedule 1 (*Assigned Contracts*) to the Security Document and any similar or replacement contracts entered into by the Chargor,
- (b) any Insurances,
- (c) any Treasury Transactions,
- (d) any VAT Proceeds Assignment,
- (e) any Lease Document, or
- (f) any other document, agreement, contract or arrangement entered into by the Chargor in relation to any Real Property (including, without limitation, any Agreement for Lease, any Occupational Lease, and any development, building, planning, revenue, operational or other ancillary arrangement),

or any of them

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which the Chargor at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts

"Bidco" means MEIF II CP Holdings 3 Limited, a company registered in England and Wales with registered number 6133821 and having its registered office at 28 Ropemaker Street, London EC2Y 9HD

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Chargor and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Charged Property" means all of the assets which from time to time subject, are expressed to be the subject of the Transaction Security

Short particulars of all the property mortgaged or charged

Continuation page (5)

GEORGE WATT LIMITED (02823519)

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

"Compliance Certificate" has the meaning given to it in the Facilities Agreement

"CP Schedule" has the meaning given to it in the Facilities Agreement

"Delegate" means any delegate or sub-delegate appointed under clause 18.2 (*Delegation*) of the Security Document

"Facilities Agreement" means the senior facilities agreement, originally dated 8 March 2007, as amended on 14 March 2007, 8 May 2007, 8 December 2010, 22 December 2011 and 27 April 2012, between, among others, the Parent, Bidco, the companies named in Schedule 1 to the Facilities Agreement as borrowers and guarantors, Royal Bank of Canada Europe Limited as mandated lead arranger, RBC Europe Limited as agent and security agent and certain other financial institutions as lenders

"Fee Letter" has the meaning given to it in the Facilities Agreement

"Finance Document" means the Facilities Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, the Purchase Option, any Utilisation Request, the CP Schedule, and any other document designated as a "Finance Document" by the Agent and Bidco from time to time

any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

"Finance Party" means the Agent, the Arranger (as defined in the Facilities Agreement), the Security Agent and a Lender

"Financial Indebtedness" has the meaning given to it in the Facilities Agreement

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus on the Real Properties owned by the Chargor (and excluding any fixtures, fittings, fixed plant, machinery or apparatus belonging to any tenant under an Occupational Lease)

"Group" means the Parent, Bidco, Midco, Parking Holdings Limited and each of their subsidiaries for the time being and **"member of the Group"** shall be construed accordingly

"Group Shares" means all shares in the members of the Group described in Schedule 4 (*Investments*) to the Security Document

Short particulars of all the property mortgaged or charged

Continuation page (6)

GEORGE WATT LIMITED (02823519)

"Insurances" of the Chargor means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of the Chargor or (to the extent of its interest) in which it now or in the future has an interest

"Intellectual Property" of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, in which the Chargor now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Intercreditor Agreement" means the intercreditor agreement originally dated 8 March 2007 (as amended and restated on 27 April 2012 and from time to time) between, among others, the Parent, Bidco, the Agent and the Security Agent

"Investments" of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by the Chargor or (to the extent of its interest) in which the Chargor now or in the future has an interest

"Lease Document" means any Agreements for Lease or any Occupational Leases entered into from time to time

"Lender" means

- (a) any Original Lender, or
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 (*Changes to Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement

Short particulars of all the property mortgaged or charged

Continuation page (7)

GEORGE WATT LIMITED (02823519)

"Midco" means MEIF II CP Holdings 2 Limited, a company registered in England and Wales with registered number 6133806 and having its registered office at 28 Ropemaker Street, London EC2Y 9HD

"NCPM" means National Car Parks Manchester Limited, a company registered in England and Wales with registered number 03643895

"Occupational Lease" means any lease or contractual licence or other right of occupation of all or any part of any Real Property where a member of the Group is the landlord

"Original Lender" has the meaning given to it in the Facilities Agreement

"Parent" means MEIF II CP HOLDINGS 1 LIMITED, a company registered in England and Wales with registered number 6133791 and having its registered office at 28 Ropemaker Street, London EC2Y 9HD

"Parking Holdings Limited" means Parking Holdings Limited, a company registered in England and Wales with registered number 06065600 and having its registered office at 6th floor offices, Centre Tower, Whitgift Centre Croyden, Surrey, CR0 1LP

"Party" means any party to the Facilities Agreement

any reference to a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality)

"Purchase Option" has the meaning given to it in the Facilities Agreement

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Rental Income" means all amounts paid or payable to or for the benefit of the Chargor in connection with the letting, use or occupation of all or any part of the Real Properties including

- (a) rents, licence fees and equivalent amounts in respect of all or any part of a Real Property,
- (b) any amount paid or payable from any deposit held as security for the performance of any tenant's obligations under any Lease Document,
- (c) any other moneys paid or payable in respect of use and/or occupation of all or any part of a Real Property,
- (d) any insurance proceeds in respect of loss of rent in respect of all or any part of a Real Property (but not any other insurance proceeds), and
- (e) any other amount paid or payable in respect of any Lease Document

Short particulars of all the property mortgaged or charged

Continuation page (8)

GEORGE WATT LIMITED (02823519)

"Resignation Letter" has the meaning given to it in the Facilities Agreement

"Restricted Person" has the meaning given to it in the Facilities Agreement

"Secured Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by any member of the Group to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

"Secured Parties" means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

any reference to the **"Security Agent"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees

"Selection Notice" has the meaning given to it in the Facilities Agreement

"Transaction Security" has the meaning given to it in the Facilities Agreement

"Transaction Security Documents" has the meaning given to it in the Facilities Agreement

"Treasury Transactions" means any derivative transaction entered into

- (a) to hedge actual or projected interest, currency or forward exposures, or
- (b) in connection with protection against or benefit from fluctuation in any rate or price

"Utilisation Request" has the meaning given to it in the Facilities Agreement

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

"VAT Proceeds" means any amount, including amounts in respect of interest and/or costs, received or recovered (but in the case of NCPM, excluding that proportion equal to the percentage shareholding in NCPM held by any person who is not a member of the Group), whether by way of an award of damages, settlement payment or credit for, or repayment of, overstated or overpaid VAT or otherwise, in relation to or in connection with

- (a) the claims in *National Car Parks Limited & Ors v HM Revenue and Customs* (Claim No HC11CO3864), and
- (b) any other claims made or rebate received by any member of the Group (but in the case of NCPM, excluding that proportion equal to the percentage shareholding in NCPM held by any person who is not a member of the Group) in connection with HM Revenue and Customs' policy of treating local authorities as non-taxable persons in respect of the provision by them of on-street parking,

Short particulars of all the property mortgaged or charged

Continuation page (9)

GEORGE WATT LIMITED (02823519)

in each case, after deducting any reasonable costs and expenses in relation to that claim which are incurred by any member of the Group (excluding Midco and the Chargor) to persons who are not Restricted Persons or other members of the Group

"VAT Proceeds Assignment" means an assignment agreement in the agreed form whereby a member of the Group irrevocably assigns all of its right, title, interest and claim over and in respect of VAT Proceeds to Midco

Construction

In construing the Security Document, the provisions in Clause 1.2 (*Construction*) of the Facilities Agreement shall apply to the Security Document with all necessary changes, including as follows

the Agent, any Finance Party, the Security Agent or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents

Short particulars of all the property mortgaged or charged

Continuation page (10)

GEORGE WATT LIMITED (02823519)

Note (2)

The Investments specified in Schedule 4 (*Investments*) to the Security Document are as follows

None

The Real Property specified in Schedule 5 (*Real Property*) to the Security Document is as follows

None

The Intellectual Property specified in Schedule 6 (*Intellectual Property*) to the Security Document is as follows

None

Short particulars of all the property mortgaged or charged

Continuation page (11)

GEORGE WATT LIMITED (02823519)

Note (3):

For the purposes of this Note (3)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Declared Default" means the occurrence of an Event of Default which is continuing and has resulted in a notice being served by the Agent under or in accordance with Clause 24 33 (*Acceleration*) of the Facilities Agreement or an intention to enforce has been given by the Agent under the Facilities Agreement

"Event of Default" means any event or circumstance specified as such in Clause 24 (*Events of Default*) of the Facilities Agreement

The Security Document provides that

- 1 **Security:** The Chargor shall not create or permit to subsist any Security over any Charged Asset except for certain limited exceptions specified in Clauses 23 19 to 23 21 (*Negative pledge*) of the Facilities Agreement
- 2 **Disposal:** The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except for certain limited exceptions specified in Clauses 23 22 and 23 23 (*Disposals*) of the Facilities Agreement
- 3 **Conversion by Notice:** The Security Agent may convert the floating charge over all or any of the Charged Assets into a fixed charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)
 - 3 1 if it reasonably considers it desirable to do so in order to protect or preserve the charges over those Charged Assets and/or the priority of those charges, and/or
 - 3 2 where there is a Declared Default
- 4 **Automatic Conversion:** If
 - 4 1 the Chargor takes any step to create any Security in breach of paragraph 1 (*Security*) above over any of the Charged Assets not subject to a fixed charge, or
 - 4 2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,the floating charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed charge



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2823519
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 6 SEPTEMBER 2012 AND CREATED BY
GEORGE WATT LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO ANY
FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 10 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 SEPTEMBER
2012

LC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES