

# M

COMPANIES FORM No. 395

# 395

**Particulars of a mortgage or charge****A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

CHFP025

*Please do not write in this margin*

Pursuant to section 395 of the Companies Act 1985

*Please complete legibly, preferably in black type, or bold black lettering*To the Registrar of Companies  
(Address overleaf - Note 6)COMPANIES HOUSE  
FEE PAID  
EDINBURGHCompany Number  
**02953427**

For official use

*\*insert full name of company*

Name of company

**Victory Park Holdings Limited (the "Company")**

Date of creation of the charge

**27 February 2009**

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

**Mortgage (the "Mortgage")**

Amount secured by the mortgage or charge

**Please see Schedule 3**

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

**Bank of Scotland plc at 2<sup>nd</sup> Floor, New Uberior House, 11 Earl Grey Street, Edinburgh as security trustee for the Secured Parties (as defined in Schedule 1) or any person appointed as security trustee from time to time in accordance with the terms of the Facility Agreement (the "Security Trustee")**

Postcode EH3 9BN

Presentor's name address and reference (if any): BAN/5/2691/SYR  
**Burness LLP**  
**50 Lothian Road**  
**Edinburgh EH3 9WJ**

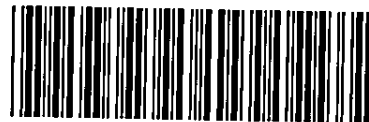
Tel: 0131 473 6112

Time Critical Reference

For official use (02/00)  
Mortgage Section

Post room

WEDNESDAY



\*SMPSJ820\*

SCT

11/03/2009

885

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged.

Please do not write in this margin

**Please see Schedule 4**

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

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

N/A

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

Signed

Date: 10 MARCH 2009

For and on behalf of Burness LLP

On behalf of chargee

\* delete as appropriate

**NOTES:**

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg. "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc., as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:-
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be payable to Companies House.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**Schedules to Form No. 395 relating to the Mortgage entered into by Victory Park Holdings Limited (Company Number: 02953427) and the Security Trustee dated 27 February 2009**

**SCHEDULE 1**

**DEFINITIONS**

In this form 395:-

**"Accession Letter"** has the meaning ascribed to it in the Facility Agreement.

**"Agent"** has the meaning ascribed to it in the Facility Agreement.

**"Ancillary Document"** means each document relating to or evidencing the terms of an Ancillary Facility.

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with the Facility Agreement.

**"Ancillary Lender"** has the meaning ascribed to it in the Facility Agreement.

**"Arrangers"** has the meaning ascribed to it in the Facility Agreement.

**"Charged Assets"** means all of the assets and undertaking of the Obligors which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Mortgage.

**"Charged Property"** means each freehold, heritable and leasehold property which is charged to the Security Trustee pursuant to a Transaction Security Document.

**"Compliance Certificate"** has the meaning ascribed to it in the Facility Agreement.

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Agent or Security Trustee.

**"Facility Agreement"** means the facility agreement dated 27 February 2009 made between the Parent, certain of the Parent's subsidiaries as borrowers and original guarantors, the Arrangers, the Original Lenders, the Agent and the Security Trustee, each as defined in such agreement, as amended, varied, novated or supplemented from time to time.

**"Fee Letter"** means:

- (a) any letter or letters dated on or about the date of the Facility Agreement between the Arrangers and the Parent (or the Agent and the Parent or the

Security Trustee and the Parent) setting out any of the fees referred to in the Facility Agreement; and

- (b) any agreement setting out fees payable to a Finance Party referred to in the Facility Agreement or under any other Finance Document.

**“Finance Documents”** means the Facility Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Transfer Certificate and the Transaction Security Documents and any other document designated as such by the Agent and the Parent.

**“Finance Party”** means the Agent, the Arrangers, the Security Trustee, a Lender, an Ancillary Lender or a Hedge Bank.

**“Hedge Bank”** has the meaning ascribed to it in the Facility Agreement.

**“Hedging Agreement”** means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Parent and a Hedge Bank for the purpose of hedging interest rate liabilities in relation to the term facility in accordance with the terms of the Facility Agreement.

**“Lender”** has the meaning ascribed to it in the Facility Agreement.

**“Mortgaged Property”** means:

- (a) the property specified in Schedule 2 (*Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

**“Obligor”** has the meaning ascribed to it in the Facility Agreement.

**“Original Lenders”** has the meaning ascribed to it in the Facility Agreement.

**“Parent”** means Northern Trust Group Limited (Company Number 2776907) with its registered office at Lynton House, Ackhurst Park, Foxhole Road, Chorley, Lancashire, PR7 1NY.

**“Receiver”** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Assets and/or the Charged Property.

**“Related Rights”** means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

**“Resignation Letter”** has the meaning ascribed to it in the Facility Agreement.

**“Secured Parties”** means each Finance Party from time to time party to the Facility Agreement, any Receiver or Delegate and each Hedge Bank.

**“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.

**“Transaction Security”** means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents.

**“Transaction Security Documents”** means each of the documents listed as being a Transaction Security Document in the Facility Agreement (including the Mortgage) and any document required to be delivered to the Agent under the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

**“Transfer Certificate”** has the meaning ascribed to it in the Facility Agreement.

**SCHEDULE 2**  
**DETAILS OF MORTGAGED PROPERTY**

<b>Title</b>	<b>Property Description</b>	<b>Tenure</b>	<b>District</b>
LA553119	Land on the east side of Pilling Lane and on the south side of Duke Street	Freehold	Lancashire : Chorley
LA554295	38 Ashby Street, Chorley (PR7 3EB)	Freehold	Lancashire : Chorley
LA698916	Farington Lodge and land adjoining at Leyland	Freehold	Lancashire : South Ribble
LA698918	South Lodge, Stanifield Lane, Farington (PR5 2QR)	Freehold	Lancashire : South Ribble
LA712740	South Lodge, Stanifield Lane, Farington (PR25 4QR)	Freehold	Lancashire : South Ribble
LA749448	Victory Park, Duke Street, Chorley	Freehold	Lancashire : Chorley
LA839829	Centurion Cottage, Stanifield Lane, Farington, 1, 4, 7, 8 Farington Court, Farington and associated parking spaces	Freehold	Lancashire : South Ribble
LA912051	51 Duke Street, Chorley (PR7 3DU)	Freehold	Lancashire : Chorley

**SCHEDULE 3**  
**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All obligations which the Company may at any time have to the Security Trustee (whether for its own account or as security trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). Provided that neither any covenant nor security constituted by the Mortgage shall extend to or include any liability or sum which would, but for such proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the **"Secured Obligations"**).

**SCHEDULE 4**  
**SHORT PARTICULARS OF ALL THE PROPERTY CHARGED**

In the Mortgage the Company:

- (a) charged with full title guarantee in favour of the Security Trustee with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property.
- (b) assigned with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Trustee to perfect its rights thereunder or under the Mortgage) entered into by or given to the Company in respect of the Mortgaged Property including all:
  - (a) claims, remedies, awards or judgments paid or payable to the Company (including, without limitation, all liquidated and ascertained damages payable to the Company in respect of the items referred to); and
  - (b) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the Mortgaged Property.

**NOTE: FURTHER ASSURANCE**

The Mortgage contains covenants for further assurance.





**FILE COPY**

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

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

**COMPANY NO. 2953427**

**CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DATED 27 FEBRUARY  
2009 AND CREATED BY VICTORY PARK HOLDINGS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO BANK OF SCOTLAND PLC AS SECURITY  
TRUSTEE FOR THE SECURED PARTIES OR ANY PERSON  
APPOINTED AS SECURITY TRUSTEE FROM TIME TO TIME IN  
ACCORDANCE WITH THE TERMS OF THE FACILITY OR ANY  
OF THE OTHER SECURED PARTIES UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 11 MARCH  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 MARCH 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES