

MG01

Particulars of a mortgage or charge



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**

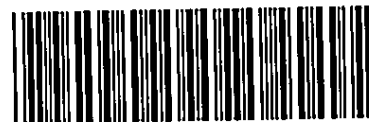
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



**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.

TUESDAY



\*LYV22ENJ\*

LD4

03/11/2009

248

COMPANIES HOUSE

For official use

1

**Company details**

Company number

0 3 1 9 5 4 8 5

Company name in full

WYG INTERNATIONAL LIMITED (the "Company")



**Filling 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

2 9 1 0 2 0 0 9

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

Debenture dated 29 October 2009 made between the Chargors (including the Company) and Lloyds TSB Bank plc (as Security Trustee for the Secured Parties (each term as defined below)) (the "Debenture").

4

**Amount secured**

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

Amount secured

All present and future indebtedness, moneys, obligations and liabilities of each WYG Debtor to the Secured Parties, in whatever currency denominated, whether actual or contingent, whether owed jointly or severally or as principal or as surety or in some other capacity and whether or not the Secured Party was an original party to the relevant transaction and in whatever name or style, including all interest, discount, commission and fees for which each WYG Debtor may be or become liable to the any Secured Party, together with all Expenses and all interest under Clause 2.3 (*Interest*) of the Debenture (the "Secured Liabilities").

**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	Lloyds TSB Bank plc (the "Security Trustee")						
Address	Wholesale Loans Agency, Lloyds TSB Corporate Markets, 1st Floor, 10 Gresham Street, London						
Postcode	E	C	2	V	7	A	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

#### 1. Fixed Security

##### *Charges*

- 1.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, has charged in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (*Real Property*) of the Debenture).
- 1.2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, has charged in favour of the Security Trustee (as trustee for the Secured Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future:
  - 1.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under paragraph 1.1 above);
  - 1.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
  - 1.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;

Please see continuation sheet 1.

# MG01 - continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

#### Continuation sheet 1

- 1.2.4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
- 1.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
- 1.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 1.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 1.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same) but excluding the Restricted Accounts), together with all moneys from time to time deposited in or standing to the credit of any Realisation Account);
- 1.2.9 all Securities and their Related Rights;
- 1.2.10 all of its goodwill and uncalled capital;
- 1.2.11 all Intellectual Property;
- 1.2.12 all authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 1.2.13 each of the Specified Contracts and any other agreement to which a Chargor is party and is designated a Specified Contract pursuant to Clause 8.39 (*Specified Contract*) of the Debenture, together with:
  - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
  - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
  - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and

Please see continuation sheet 2.

# MG01 - continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation sheet 2

- (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Secured Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

#### 2. Floating Charge

##### *Creation of Floating Charge*

Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first floating charge all of that Chargor's undertaking and all its other property, assets and rights whatsoever, all the stock in trade of that Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to paragraph 1 (*Fixed Security*) above.

#### NOTES:

A. The Debenture contains the following covenants:

#### 3 Negative Pledge

No Chargor shall create or extend or permit to arise or subsist any security over the whole or any part of the Charged Property other than as permitted under the Facilities Agreement.

##### *Restriction on Disposals*

4.1 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than:

4.1.1 a Permitted Disposal; or

4.1.2 as permitted in accordance with paragraph 4.2 or paragraph 4.3 below.

4.2 If in accordance with the terms of the Facilities Agreement:

4.2.1 all of the shares in the capital of any Chargor (or all of the shares in any other member of the Group) are disposed of so that any Chargor (or the relevant member of the Group) ceases as a result to be a member of the Group; or

4.2.2 a Chargor is released from all its obligations under the Finance Documents to which it is a party, AND

- (a) where the Security Trustee (on behalf of the Majority Secured Parties) agreed to that disposal or release; or

Please see continuation sheet 3

# MG01 - continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

#### Continuation Sheet 3

(b) the disposal is being made at the request of the Security Trustee in circumstances where the security constituted by the Debenture has become enforceable; or

(c) the disposal is being effected by enforcement of the security constituted by the Debenture,

the security and guarantees provided by a Chargor over its assets under the Debenture will be released.

4.3 If a disposal of any asset owned by a Chargor which is subject to the Debenture occurs in the following circumstances:

4.3.1 where the Security Trustee (on behalf of the Majority Secured Parties) agreed to the disposal;

4.3.2 the disposal is being made at the request of the Security Trustee in circumstances where the security constituted by the Debenture has become enforceable; or

4.3.3 the disposal is being effected by enforcement of the security constituted by the Debenture,

that asset will be released from any security affecting it and created by the Debenture.

4.4 The proceeds of any disposal (or an amount corresponding to it) must, save for any Permitted Disposals, be applied:

4.4.1 prior to the Acceleration Date, in prepayment of Facility A under the Facilities Agreement; and

4.4.2 on or from the Acceleration Date, in accordance with Clause 16.1 (*Order of Application*) of the Debenture.

#### *Qualifying Floating Charge*

5 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to the terms of the Debenture.

#### *Conversion by Notice*

6.1 The Security Trustee may by notice in writing at any time to any Chargor convert the floating charge created by that Chargor pursuant to Clause 4 (*Creation of Floating Charge*) of the Debenture with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if:

6.1.1 an Event of Default has occurred and which is continuing; or

Please see continuation sheet 4

# MG01 - continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

#### Continuation sheet 4

6.1.2 the Charged Property is in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is desirable to do so in order to protect or preserve the security constituted by this Deed over any of the Charged Property and/or the priority of that security.

#### *Automatic Conversion*

7.1 Notwithstanding paragraph 6 (*Conversion by Notice*) above and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4 (*Creation of Floating Charge*) of the Debenture will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:

7.1.1 any Chargor creates or attempts to create any security over any of the Charged Property (except as expressly permitted under the Facilities Agreement);

7.1.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or

7.1.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor.

#### *Further Assurance*

8.1 Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee or any Receiver may reasonably specify (and in such form as the Security Trustee or any Receiver may reasonably require in favour of the Security Trustee or its nominee(s)) to:

8.1.1 perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by that Chargor of a mortgage, charge, assignment or other security over all or any of the assets forming part of, or which are intended to form part of, the Charged Property);

8.1.2 confer on the Security Trustee security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to the Debenture;

8.1.3 facilitate the exercise of any rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to the Debenture or by law;

8.1.4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property; and/or

8.1.5 create any charge by way of legal mortgage over any freehold, commonhold or leasehold property which becomes vested in that Chargor after the date of the Debenture.

**Please see continuation sheet 5**

# MG01 - continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation sheet 5

#### B. Definitions

**"Acceleration Date":** means the date (if any) on which Lloyds TSB Bank plc as agent under the terms of the Facilities Agreement exercises any of its rights under Clause 23.13 (*Acceleration*) of the Facilities Agreement or the date (if any) on which the Facilities (as defined in the Facilities Agreement) are cancelled in full under the Facilities Agreement.

**"Charged Property":** means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture.

**"Chargor"** means each of the companies listed in schedule 1 to this form MG01 (together the **"Chargors"**).

**"Delegate":** means any person appointed by the Security Trustee or any Receiver pursuant to Clauses 13.2 to 13.4 (*Delegation*) of the Debenture and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate.

**"Event of Default":** means an Event of Default as defined in the Facilities Agreement.

**"Expenses":** means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of any Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis. **"Facilities Agreement":** means the facilities agreement dated 23 February 2007 and made between (1) White Young Green plc (the **"Parent"**), (2) the subsidiaries of the Parent listed in Part I of Schedule 1 to the Facilities Agreement as original borrowers, (3) the subsidiaries of the Parent listed in Part I of Schedule 1 to the Facilities Agreement as original guarantors, (4) Lloyds TSB Bank Plc as mandated lead arranger, (5) the financial institutions listed in Parts II of Schedule 1 to the Facilities Agreement as lenders and (6) Lloyds TSB Bank plc as agent of the other Finance Parties (as defined in the Facilities Agreement).

**"Facilities Agreement":** means the facilities agreement dated 23 February 2007 and made between (1) the **"Parent"**, (2) the subsidiaries of the Parent listed in Part I of Schedule 1 to the Facilities Agreement as original borrowers, (3) the subsidiaries of the Parent listed in Part I of Schedule 1 to the Facilities Agreement as original guarantors, (4) Lloyds TSB Bank Plc as mandated lead arranger, (5) the financial institutions listed in Part II of Schedule 1 to the Facilities Agreement as lenders and (6) Lloyds TSB Bank plc as agent of the other Finance Parties (as defined in the Facilities Agreement).

**"Finance Documents":** has the meaning given to it in the Facilities Agreement.

**"Group":** means the Parent and its Subsidiaries for the time being.

**"Insurances":** means contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy.

Please see continuation sheet 6

# MG01 - continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation sheet 6

**"Intellectual Property":** means:

- (a) all patents, trademarks, service marks, designs, design rights, business names, moral rights, inventions and all other registered or unregistered intellectual property rights;
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;
- (d) all know-how, confidential information and trade secrets; and
- (e) all physical material in which any intellectual property might be incorporated,

including, without limitation, any of the same specified in Schedule 4 (*Intellectual Property*) to the Debenture.

**"Lender":** has the meaning given to it in the Facilities Agreement.

**"Majority Secured Parties":** has the meaning given to it in the Security Trust Agreement.

**"Mortgaged Property":** means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any "Mortgaged Property" shall include references to the whole or any part or parts of it.

**"Permitted Disposal":** means any sale, lease, transfer or other disposal:

- (a) made in the ordinary course of trading of the disposing entity (as conducted by that Chargor at the date of the Debenture) of any Charged Property which is subject only to the floating charge created by Clause 2 (*Creation of Floating Charge*);
- (b) of assets in exchange for other assets comparable or superior as to type, value and quality; or
- (c) of obsolete or redundant vehicles, plant and equipment for cash up to a maximum value of £20,000 per disposal.

**"Premises":** means all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

**"Realisation Account":** means any interest bearing blocked deposit account opened or to be opened by each Chargor with the Security Trustee on or before the date of the Debenture and/or (where the context permits) any account from time to time substituted for or additional to the same (including in each case such account as redesignated and/or renumbered from time to time).

**"Receiver":** means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property.

Please see continuation sheet 7.



# MG01 - continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

#### Continuation sheet 7

**"Related Rights":** means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

**"Restricted Accounts"** means the accounts opened with Lloyds TSB Bank plc by (i) WYG Engineering Limited known as "WYG Engineering Ltd Rent Deposit Account" (account number 06414048 sort code 30-00-05) and (ii) White Young Green PLC known as "White Young Green PLC Dividend Account" (account number 01516799 sort code 30-00-05).

**"Secured Parties:** means a Lender and Fortis Bank Polska S.A..

**"Securities":** means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 3 (*Securities*) to the Debenture, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere

**"Security Trust Agreement":** means the security trust agreement dated on or about the date hereof between (1) the Security Trustee and (2) the Secured Parties.

**"Specified Contracts":** means each of the contracts specified in Schedule 5 (*Specified Contracts*) to the Debenture and any other contract to which a Chargor is a party and designated a Specified Contract pursuant to Clause 8.39 (*Specified Contracts*) of the Debenture.

**"Subsidiary":** means a subsidiary within the meaning of Section 1159 of the Companies Act 2006.

**"WYG Debtor":** means each Chargor, WYG Ireland Limited, WYG Environmental and Planning (Ireland) Limited, WYG Nolan Ryan Tweeds Limited, WYG Engineering (Ireland) Limited, WYG Engineering (Northern Ireland) Limited, WYG Environmental and Planning (Northern Ireland) Limited and WYG Nolan Ryan Tweeds (Northern Ireland) Limited.

#### Schedule 1 The Chargors

Name	Company Number
WHITE YOUNG GREEN PLC	01869543
WYG GROUP LIMITED	06595608
WYG MANAGEMENT SERVICES LIMITED	04807864
WYG ENVIRONMENT PLANNING TRANSPORT LIMITED	03050297
WYG INTERNATIONAL LIMITED	03195485
WYG INTERNATIONAL PROJECTS LIMITED	03195423

# 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 866).

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 870). 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 CMS Cameron McLenna LLP on behalf of Security Trustee X

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

Please return via  
CH London Counter

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 Kairi James (107260.189)

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

Post town London

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

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

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

**COMPANY NO. 3195485  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 OCTOBER  
2009 AND CREATED BY WYG INTERNATIONAL LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH WYG DEBTOR TO THE SECURED PARTIES ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 3  
NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 NOVEMBER  
2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES