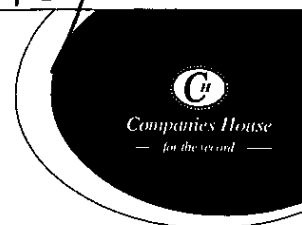


MG01

Particulars of a mortgage or charge

240716/13



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 NO.

You cannot use this form
particulars of a charge if
company To do this, please
form MG01s

SATURDAY



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A25

27/10/2012

#299

COMPANIES HOUSE

for official use

1 Company details

Company number ☒ 03612626

Company name in full ☒ RESIDENTIAL WORK LIMITED

→ 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 ☒ 25/10/2012

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 ☒ MORTGAGE DEBENTURE

4 Amount secured

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

Amount secured ☒ ALL LIABILITIES PRESENT & FUTURE

Continuation page

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

MG01

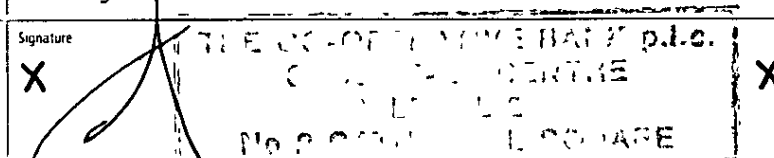
Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)		Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		
Name	✓	THE CO-OPERATIVE BANK P.L.C.	
Address		SECURITIES CENTRE LEVEL 2	
Postcode		No 2 CATHEDRAL SQUARE THE CLOTH MARKET NEWCASTLE UPON TYNE NE1 1ES	
Name			
Address			
Postcode			

6	Short particulars of all the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged		
Short particulars			

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
8	Delivery of instrument	
9	Signature	
Signature	<p>Please sign the form here</p> <div data-bbox="336 1816 1114 1973">  </div> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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	John R. Clark
Company name	THE CO-OPERATIVE BANK p.l.c.
Address	SECURITIES CENTRE LEVEL 2 NO 2 CATHEDRAL SQUARE THE CLOTH MARKET NEWCASTLE UPON TYNE NE1 1EJ
Post town	
County/Region	
Postcode	
Country	THE CO-OPERATIVE BANK p.l.c.
DX	DX 61097
Telephone	NEWCASTLE UPON TYNE 0191-2610693

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3612626
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
25 OCTOBER 2012 AND CREATED BY RESIDENTIAL LOANS
LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 27 OCTOBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 OCTOBER
2012**

DF



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

- 1 Legal Mortgage over the freehold and leasehold property of the Company [including the property comprised in title number(s) [] known as []]] owned at the date of this Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon
- 2 A Fixed Charge over -
 - (a) All freehold, leasehold and other immovable property (including heritable property situate in Scotland) at any time belonging to or charged to the Company and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon
 - (b) All rights present and future under covenants of title given in relation to the property referred to above ("the Property") and the benefit of all its rights against any lessee, sub lessee, licensee or other occupier (and their guarantors and sureties) of the Property
 - (c) All rights present and future under any contract for sale letting or other disposal of the Property and any option to renew any Lease or purchase any reversion (whether freehold or not) in relation to the Property and all rights present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design, constructing, fitting out, repair or replacement of the Property
 - (d) All licences, consents and authorisations (both public and private) present and future
 - (e) All plant, machinery, vehicles, computers and other equipment (unless it forms part of its stock in trade or work in progress) and all rights present and future against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement
 - (f) The Company's goodwill and uncalled capital
 - (g) All stocks, shares and other securities (including debt securities) and interest in any unincorporated business or entity at any time owned by the Company together with all rights and benefits and property in relation thereto
 - (h) All interests in and rights under policies of insurance and assurance belonging to the Company and all its rights to other compensation monies payable in respect of assets charged by the Debenture
 - (i) All patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know how, inventions, confidential information and other intellectual property rights including the benefit of any pending applications for any of them belonging to the Company including all the Company's rights under any agreements both present and future relating to the use or exploitation of such rights
 - (j) All book and other debts at any time owing to the Company and all monetary claims and other amounts recoverable or receivable (whether

ascertained or not) by the Company or due or owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money at any time belonging to the Company including payments of or entitlement to claim payment of any taxes, insurance premiums or other over-payments by the Company together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and other encumbrances)

3

A Floating Charge over all the Company's undertaking Property and assets whatever and wherever both present and future (including heritable and other property and assets in Scotland)

Pursuant to the Debenture the Company has agreed that it will not, without the prior written consent of the Bank, create or allow to subsist any mortgage, charge, assignment by way of security pledge, lien (save where arising by operation of law in the usual course of business) hypothecation, preferential rights (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security or other security interest of any kind over any of the assets charged by the Debenture nor attempt or agree to do so and the Company will not sell, transfer, assign, factor, discount or otherwise dispose of any of the assets charged by the Debenture without the prior written consent of the Bank (except of a disposal at market value in the usual course of trading of assets charged by way of Floating Charge only) or attempt to agree to do so

