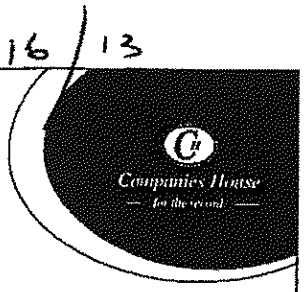
240716 / 13

In accordance with Section 860 of the Companies Act 2006

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 NO**
You cannot use this form particulars of a charge company To do this, ple form MG01s

SATURDAY

A1KFAMAA
A25 27/10/2012 #299
COMPANIES HOUSE

For official use
2

→ **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 3 6 1 2 6 2 6

Company name in full: RESIDENTIAL WORK LIMITED

2 Date of creation of charge

Date of creation: d 2 5 m 1 0 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: 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

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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 ✓ THE CO-OPERATIVE BANK p.l.c.
Address SECURITIES CENTRE
LEVEL 2
No 2 CATHEDRAL SQUARE
THE CLOTH MARKET
Postcode NEWCASTLE UPON TYNE NE1 1FE

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

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

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

X

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

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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 Tour Ritchie

Company name THE CO-OPERATIVE BANK p.l.c.
SECURITIES CENTRE
LEVEL 2

Address No 2 CATHEDRAL SQUARE
THE CLOTH MARKET
NEWCASTLE UPON TYNE NE1 1E

Post town

County/Region

Postcode

Country

DX

Telephone 0191-2616693

THE CO-OPERATIVE BANK plc.
DX 61097
NEWCASTLE UPON TYNE

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

FILE COPY

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 to 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

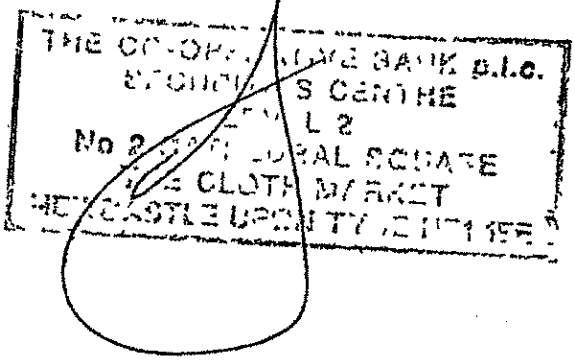
(g) All stocks, shares and other securities (including debt securities) and interest in any unincorporated business or entity at any time owned by the Company together with all rights and benefits and property in relation thereto

(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