

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

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



A10 13/11/2012 #348
COMPANIES HOUSE

1 Company details

Company number 3 8 1 8 3 2 1

Company name in full Annington Rentals (Holdings) Limited (**Company**)

5 For official use

→ **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 0 2 1 1 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 A deed of amendment to a debenture dated 7 March 2012 between, amongst others, the Chargor
and the Security Trustee (as defined in section 5 below) (**Debenture**)

4 Amount secured

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

Amount secured All monies and liabilities on or after the date of the Debenture due
owing or incurred by the Chargors to the Finance Parties (or any of
them) under the Finance Documents (or any of them) in any manner
and in any currency or currencies and whether present or future,
actual or contingent, whether incurred solely or jointly with any other
person and whether as principal or surety, together with all interest
accruing on such monies and liabilities and all costs, charges and
expenses incurred by any Finance Party under any Finance
Document, except for any obligation which, if it were included here,
would result in a contravention of a prohibition against providing
financial assistance in any jurisdiction other than England and Wales
(**Secured Obligations**)

Continued

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

The Royal Bank of Scotland plc as security trustee for the

Address

Finance Parties (Security Trustee)

36 St Andrew Square, Edinburgh

Postcode

E H 2 2 Y B

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 Charging provisions**1 1 General**

All Security created by the Chargor under clauses 3 2 to 3 5 of the Debenture (reproduced as paragraph 1 2 to 1 5 of this form MG01) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Trustee as security trustee for the Finance Parties

1 2 First legal mortgages

The Chargor charged by way of first legal mortgage the Properties, and all Fixtures on each of the Properties

Continued

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured																			
	Please give us details of the amount secured by the mortgage or charge																			
Amount secured	<p>In this form the following terms shall have the following meanings</p> <p>Charging Subsidiary means the Subsidiaries of the Chargor listed in schedule 1 (The Original Charging Subsidiaries) of the Debenture (reproduced as the schedule to this part 4 of this form MG01)</p> <p>Chargor means the Company or a Charging Subsidiary</p> <p>Facility Agreement means the facility agreement between the Chargor as borrower, the Charging Subsidiaries as guarantors, The Royal Bank of Scotland plc as Arranger, The Royal Bank of Scotland plc as Original Lender and as Original Hedge Counterparty and The Royal Bank of Scotland plc as Agent and Security Trustee and dated 16 February 2012 as amended and restated on 7 March 2012 under which the Lender agrees to make available to the Borrower a term loan facility (as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p>Finance Document means each of the Facility Agreement, any Accession Agreement, each Additional Finance Document, each Fee Letter, each Hedging Agreement, any Duty of Care Deed, the Subordination Deed, any Subordinated Creditor Accession Deed, each Security Document, each Transfer Certificate, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Borrower (as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p>Finance Party means any of the Agent, the Arranger, the Security Trustee, each Lender and each Hedge Counterparty (as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p style="text-align: center;">Schedule</p> <p style="text-align: center;">The Charging Subsidiaries</p> <table border="1" data-bbox="320 1458 1476 1863"> <thead> <tr> <th>Name</th> <th>Registration number (or equivalent, if any)</th> <th>Jurisdiction of Incorporation</th> </tr> </thead> <tbody> <tr> <td>Annington Rentals Limited</td> <td>3818324</td> <td>England and Wales</td> </tr> <tr> <td>Annington Rentals (No 2) Limited</td> <td>5417092</td> <td>England and Wales</td> </tr> <tr> <td>Annington Rentals (No 3) Limited</td> <td>5417108</td> <td>England and Wales</td> </tr> <tr> <td>Annington Rentals (No 4) Limited</td> <td>5417120</td> <td>England and Wales</td> </tr> <tr> <td>Annington Rentals (No 5) Limited</td> <td>5809432</td> <td>England and Wales</td> </tr> </tbody> </table>		Name	Registration number (or equivalent, if any)	Jurisdiction of Incorporation	Annington Rentals Limited	3818324	England and Wales	Annington Rentals (No 2) Limited	5417092	England and Wales	Annington Rentals (No 3) Limited	5417108	England and Wales	Annington Rentals (No 4) Limited	5417120	England and Wales	Annington Rentals (No 5) Limited	5809432	England and Wales
Name	Registration number (or equivalent, if any)	Jurisdiction of Incorporation																		
Annington Rentals Limited	3818324	England and Wales																		
Annington Rentals (No 2) Limited	5417092	England and Wales																		
Annington Rentals (No 3) Limited	5417108	England and Wales																		
Annington Rentals (No 4) Limited	5417120	England and Wales																		
Annington Rentals (No 5) Limited	5809432	England and Wales																		

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	<p>(h) all monies from time to time standing to the credit of each Blocked Account,</p> <p>(i) all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person, other than any Blocked Account (each a Charged Account),</p> <p>(j) all its Intellectual Property,</p> <p>(k) all its goodwill and uncalled capital,</p> <p>(l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and</p> <p>(m) to the extent that any assignment in clause 3.3 of the Debenture (reproduced as paragraph 1.3 of this form MG01) is ineffective as an assignment, the assets referred to in that clause</p> <p>1.5 Floating charge</p> <p>The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3.2, 3.3 or 3.4 of the Debenture (reproduced as paragraphs 1.2, 1.3 and 1.4 of this form MG01)</p> <p>1.6 Conversion of floating charge to a fixed charge</p> <p>The Security Trustee may, at any time by notice in writing to any Chargor, convert the floating charge created under clause 3.5 of the Debenture (reproduced as paragraph 1.5 of this form MG01) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if</p> <p>(a) an Event of Default is continuing, or</p> <p>(b) in the opinion of the Security Trustee that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset</p> <p>Continued</p>

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	<p>1 3 Assignments</p> <p>The Chargor assigned</p> <ul style="list-style-type: none"> (a) all Rental Income, and all other sums, payable under any Occupational Lease, (b) the Relevant Agreements to which it is a party, and (c) the Relevant Policies to which it is a party <p>The Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy to which it is a party</p> <p>1 4 First fixed charges</p> <p>The Chargor charged by way of first fixed charge</p> <ul style="list-style-type: none"> (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3 2 of the Debenture (reproduced as paragraph 1 2 of this form MG01)) and, in each case, the Fixtures on each such property, (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property, (c) the benefit of all other agreements, instruments and rights relating to its Secured Property, (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them, (e) the Subsidiary Shares together with all Related Rights, (f) the Investments together with all Related Rights, (g) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them), <p>Continued</p>	

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	<p>1 7 Automatic conversion of floating charge to a fixed charge</p> <p>If (unless permitted in writing by the Security Trustee or expressly permitted under the terms of any Finance Document)</p> <ul style="list-style-type: none"> (a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets, (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor or a Charging Subsidiary, <p>the floating charge created by the Debenture will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8(c) of the Debenture (reproduced as paragraph 1 7(c) of this form MG01), over all of the Floating Charge Assets</p> <p>2 Negative pledge</p> <p>2 1 The Chargor agreed that it shall not create or permit to subsist any Security over any of its assets</p> <p>2 2 The Chargor agreed that it shall not</p> <ul style="list-style-type: none"> (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect, <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset</p> <p>Continued</p>	

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

In this form the following terms shall have the following meanings

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Blocked Account means

- (a) the Collection Account
- (b) the Sales Proceeds Account and
- (c) any other account designated as a Blocked Account by the Borrower and the Security Trustee

(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)

Event of Default means any event or circumstance specified as such in clause 26 (Events of Default) of the Facility Agreement

Financial Indebtedness means any indebtedness for or in respect of

- (a) monies borrowed and debit balances at banks or other financial institutions
- (b) any acceptance under any acceptance credit facility or bill discounting facility (or dematerialised equivalent)
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument
- (d) the amount of any liability in respect of Finance Leases
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under the Accounting Principles)
- (f) any Hedge Transaction (and, when calculating the value of that Hedge Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Hedge Transaction, that amount) shall be taken into account)

Cont/d

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

- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity other than an Obligor which liability would fall within one of the other paragraphs of this definition
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Final Repayment Date or are otherwise classified as borrowings under the Accounting Principles
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than ninety days after the date of supply
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing or otherwise classified as borrowings under the Accounting Principles and
- (k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above

(as each such term is defined in the Debenture unless otherwise defined within this form MG01)

Fixtures means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on or at any time after the date of the Debenture on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (Floating charge) of the Debenture (reproduced as paragraph 1.5 of this form MG01)

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered and

Cont/d

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

- (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same) (which may at the date of the Debenture or in the future subsist)

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee

Occupational Lease means any lease, licence, tenancy or other occupational arrangement granted or otherwise acquired by any Obligor for occupation of any Property by a third party from time to time (as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)

Properties means the properties listed in schedule 2 (Properties) of the Debenture (reproduced as schedule 1 to this part 6 of this form MG01)

Related Rights means, in respect of any Investment or Subsidiary Share

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and
- (c) all rights derived from or incidental to that Investment or Subsidiary Share

Relevant Agreement means

- (a) each Property Acquisition Document
- (b) each Lease Document
- (c) any guarantee of Rental Income contained in, or relating to, any Occupational Lease
- (d) each Property Management Agreement
- (e) each Hedge Agreement and

Cont/d

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

(f) each other agreement designated as a Relevant Agreement by the Security Trustee and the Borrower in writing

(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)

Relevant Policies means , in respect of a Chargor, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies

Rental Income means in respect of any period, the aggregate of all amounts paid or payable to or for the benefit of any Obligor in respect of or arising out of the letting, use or occupation of all, any or any part of the Properties including (without limitation and without double counting)

- (a) rents, licence fees and equivalent sums reserved or made payable
- (b) sums received from any deposit held as security for performance of any tenant's obligations
- (c) a sum equal to any apportionment of rent in favour of an Obligor
- (d) proceeds of insurance in respect of loss of rent or interest on rent
- (e) any monies in respect of any fixture and fitting on a Property including any fixture and fitting on a Property for display, advertisement, on licence or otherwise
- (f) any sum or the value of any consideration given for the grant, surrender or variation of any letting or occupancy
- (g) any amount payable to an Obligor by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for any Property
- (h) any amount payable to an Obligor for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach
- (i) any profits of a revenue nature awarded or agreed to be payable to an Obligor as a result of any proceedings taken or claims made
- (j) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition

Continued

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

- (k) any contribution by an occupational tenant to a sinking fund or to ground rent due under any Occupational Lease or Headlease
- (l) any interest, damages, compensation or settlement in respect of any of the items referred to above
- (m) any VAT charged on any sum mentioned in this definition

(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)

Secured Assets means, in respect of the Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Debenture in favour of the Security Trustee

Secured Property means, at any time, the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Debenture

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

Subsidiary Shares means, in respect of a Charging Subsidiary (other than the Chargor), all shares present and future held by it in its Subsidiaries and in respect of the Chargor those listed in schedule 3 (Subsidiary Shares) of the Debenture (reproduced as schedule 2 to this part 6 of this form MG01)

Schedule 1

Properties

None at the date of the Debenture

Cont/d

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

Schedule 2

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
Annington Rentals (Holdings) Limited	Annington Rentals Limited	1 ordinary share of £0 01
Annington Rentals (Holdings) Limited	Annington Rentals (No 2) Limited	1 ordinary share of £1 00
Annington Rentals (Holdings) Limited	Annington Rentals (No 3) Limited	1 ordinary share of £1 00
Annington Rentals (Holdings) Limited	Annington Rentals (No 4) Limited	1 ordinary share of £1 00
Annington Rentals (Holdings) Limited	Annington Rentals (No 5) Limited	1 ordinary share of £1 00

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 LARNH (304919-3304)

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country

DX 47 London

Telephone 020 7606 8855



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

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 *Adrian Golds* X

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



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

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

**COMPANY NO. 3818321
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF AMENDMENT TO A
DEBENTURE DATED 7 MARCH 2012 AND DATED 2 NOVEMBER
2012 AND CREATED BY ANNINGTON RENTALS (HOLDINGS)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE CHARGORS TO THE FINANCE PARTIES (OR
ANY OF THEM) 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
13 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 NOVEMBER
2012

