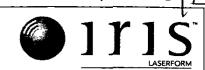
MG01

Particulars of a mortgage or charge



A fee is	payable	with thi	is form.	
	not nonent			

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 re particulars of a charge for a S company To do this, please to form MG01s



25/06/2010 A29 COMPANIES HOUSE

Company details	For official use	
4 6 6 6 6 4	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Britez Limited ("Owner")		
Date of creation of charge		
$\begin{bmatrix} d_1 \\ d_7 \end{bmatrix} \begin{bmatrix} m_0 \\ m_6 \end{bmatrix} \begin{bmatrix} y_2 \\ y_0 \end{bmatrix} \begin{bmatrix} y_1 \\ y_0 \end{bmatrix} \begin{bmatrix} y_0 \\ y_1 \end{bmatrix} \begin{bmatrix} y_0 \\ y_1 \end{bmatrix} \begin{bmatrix} y_0 \\ y_1 \end{bmatrix}$		
Description		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	-	
Legal charge ("Charge")		
Amount secured		
Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if	
The Owner's Obligations	you need to enter more details	
(See continuation page)		
	Date of creation of charge d d 7 m 0 m 6 y 2 y 0 y 1 y 0	

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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 (SC90312) having a				
Address	registered office at 36 St Andrew Square, Edinburgh				
	("Bank")				
Postcode	E H 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. CHARGE				
	The Owner, as continuing security for its Obligations and with full title guarantee				
	1 1 charges to the Bank all legal interest in the Property, by way of legal mortgage. 1 2 gives to the Bank a fixed charge over any of the following property of the Owner, whether owned now or in the future				
	2.2.2 all rents receivable from any lease granted out of the Property				
	2.2 3 all the goodwill of the Owner's business carried on at the Property				
	2.2 4 all proceeds of any insurance affecting the Property				
	2 2 5 all fixtures and fittings not forming part of the Property				
	2 2 6 all plant and machinery at the Property, including any associated warranties and maintenance contracts				
	2 2 7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business				
	(See continuation page)				

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

N/A

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 DLA Piper Scotland LCP

X

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

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.

Company name Caroline Barr

Company name DLA Piper Scotland LLP

Address Collins House

Rutland Square

Postiown Edinburgh

County/Region

Postcode E H 1 2 A A

Country

DX DX ED271 Edinburgh

Telephone 0131 345 5180

✓ 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

In accordance with Section 860 of the Companies Act 2006

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

2. RESTRICTIONS

The Owner will not, without the Bank's consent

- 2 1 permit or create any mortgage, charge or lien on the Property
- 2 2 dispose of the Property
- 2.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting
- 2 4 part with or share possession or occupation of the Property.

3. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 3 1 The Charge is in addition to any other security for the Owner's Obligations held by the Bank now or in the future. The Bank may consolidate the Charge with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Bank's other rights
- 3 2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under the Charge

4. POWER OF ATTORNEY

To give effect to the Charge and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds or other instruments, or take, continue or defend any proceedings

DEFINITIONS

- "Obligations" means all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include
- a) Interest at a rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in absence of agreement, monthly on the days selected by the Bank
- b) any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under the Charge

1



In accordance with Section 860 of the Companies Act 2006

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	"Property" means the Jobcentre, Leeds & Bradford Road, Stanningley, Pudsey (Land Registry Title Nos WYK690310 and P145355) References to Property include any part of it and the other assets charged by Clause 2 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. 4666664 CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 17 JUNE 2010 AND CREATED BY BRITEZ LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC 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 25 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JUNE 2010



