

13/8/13 13
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 re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

WEDNESDAY



LJGEFNFF

LD2

15/09/2010

139

COMPANIES HOUSE

1 Company details

Company number 5 8 9 3 0 2 1

Company name in full *Centros Bury St Edmunds Nominees Limited*

3 For official use

→ **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 d0 d7 m0 m9 y2 y0 y1 y0

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 Supplemental mortgage dated 24 November 2006 (the "**Mortgage**") created by the Company in
favour of The Royal Bank of Scotland plc (the "**Security Trustee**" which expression includes its
successors in title, permitted assigns and permitted transferees as security trustee for the Finance
Parties) and supplemental to the Fixed and Floating Security Document (as defined below)

4 Amount secured

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

Amount secured The "**Liabilities**" (whether of the Company or any other Chargor)
which are defined in the Fixed and Floating Security Document as
meaning all present and future moneys, debts and liabilities due,
owing or incurred by it to any Finance Party under or in connection
with any Finance Document (in each case, whether alone or jointly, or
jointly and severally, with any other person, whether actually or
contingently and whether as principal, surety or otherwise)

Continuation page

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

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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 (Company Number SC090312)
Address	135 Bishopsgate, London
Postcode	E C 2 M 3 U R
Name	
Address	
Postcode	

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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 Charges

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of it or any other Chargor under the Fixed and Floating Security Document), charged in favour of the Security Trustee

- (a) by way of first legal mortgage the Mortgaged Property, and
- (b) by way of first fixed charge (to the extent that they are not subject to an effective assignment under Clause 2 2 (Assignment) of the Mortgage (as set out in paragraph 2 below)) all its present and future rights under each Mortgaged Property Lease Document

2 Assignments

The Company, with full title guarantee, assigned by way of security to the Security Trustee (to the extent that they are not subject to an effective assignment under Clause 3 2 (Assignments) of the Fixed and Floating Security Document) all its present and future right, title and interest in relation to the Mortgaged Property, including all rights against all past, present and future undertenants (provided that future undertenants shall only include a lessee under a Mortgaged Property Lease Document) of the Mortgaged Property and their respective guarantors and sureties

3 Confirmation

The Company confirmed that as security for the payment of all Liabilities (whether of it or any other Chargor under the Fixed and Floating Security Document)

- (a) it had charged by way of fixed charge in favour of the Security Trustee the assets relating to the Mortgaged Property specified in paragraph (c) of Clause 3 1 (Creation of Fixed Charges) of the Fixed and Floating Security Document,
- (b) it had assigned to the Security Trustee the assets relating to the Mortgaged Property referred to in Clause 3 2 (Assignments) of the Fixed and Floating Security Document, and
- (c) it had charged in favour of the Security Trustee by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged or assigned by Clause 3 (Fixed Charges and Assignments) of the Fixed and Floating Security Document

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5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	(as security trustee for the Finance Parties)
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

4 Miscellaneous

A reference in the Mortgage to a Charge of any Real Property includes

- (a) all buildings and Fixtures on that property,
- (b) the proceeds of sale of any part of that property, and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants

Note (1) The Mortgage in connection with the Fixed and Floating Security Document provides that the Mortgage is supplemental to the Fixed and Floating Security Document

Note (2) In this Form, except to the extent that the context requires otherwise

"Agent" means The Royal Bank of Scotland plc

"Architect" means Hopkins Architect Limited and such other firm or company of architects as may be appointed by the Borrower, with the prior written approval of the Agent (not to be unreasonably withheld or delayed) in accordance with the Facility Agreement, for the purposes of the Development

"Arranger" means The Royal Bank of Scotland plc

any reference to "assets" includes present and future properties, revenues and rights of every description

"Authorisation" means an authorisation, consent, approval, resolution, planning permission, licence, exemption, filing, notatisation or registration

"Borrower" means Centros Bury St Edmunds Limited Partnership (formerly known as Centros Miller Bury St Edmunds Limited Partnership) acting through the General Partner

"Budget" means initially the Initial Budget and then, following its delivery to the Agent pursuant to paragraph (a) of Clause 23.9 (*Building Contract Documents*) of the Facility Agreement, the Final Budget

"Budgeted Costs" means the itemised budgeted costs and expenses relating to the acquisition of the Property and the Development as set out in the Budget or such revised budgeted costs and expenses as may be approved by the Agent from time to time

"Building Contract" means the contracts (based upon the Joint Contracts Tribunal Standard Form of Building Contract with Contractors Design (1998 Edition)) which are to be entered into by the Borrower with the Contractor in relation to each of the Centre Development and the Link Development with the prior written approval of the Agent in accordance with the Facility Agreement

"Centre Development" means all demolition and clearance operations and all excavations, building and other construction work and all associated drainage and infrastructure works for the comprehensive development of the Centre Property as a good quality mixed town centre development, such works to be carried out in accordance with the Development Documents, all relevant Authorisations and the provisions of the Facility Agreement

"Centre Development Facility" means the term loan facility made available under the Facility Agreement as described in paragraph (a) of Clause 2.1 (*The Facilities*) of the Facility Agreement

"Centre Development Loan" means a loan made or to be made under the Centre Development Facility or the principal amount outstanding for the time being of that loan

"Centre Property" means the property forming the Cattle Market and adjoining properties in St Andrew's Street South, Prospect Row and Kings Road, Bury St Edmunds, as more particularly described in a supplemental debenture to be delivered to the Agent pursuant to Clause 23.9 (*Building Contract Documents*) of the Facility Agreement

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Mortgage

"Chargors" means Centros Miller Bury St Edmunds Limited Partnership (acting through the General Partner), the General Partner in its own capacity, the Company and Linkco

"Collateral Warranty" means each collateral warranty granted or to be granted by a Contractor or a Professional in favour of the Finance Parties and their successors and assigns, in form and substance satisfactory to the Agent

"Contractor" means Taylor Woodrow PLC or such other firm or company of building contractors as may be appointed by the

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Borrower with the prior written approval of the Agent (not to be unreasonably withheld or delayed)

"**Cost Overrun Guarantee**" means the cost overrun guarantee dated 12 October 2006 between DV3 Limited, The Miller Group Limited and the Agent

"**Council**" means St Edmundsbury Borough Council

"**Deed of Covenant**" means the deed of covenant entered or to be entered into by the Council, the Borrower (acting through the General Partner and the Company), DV3 Limited, The Miller Group Limited and the Agent

"**Development**" means the Centre Development and/or the Link Development

"**Development Agreement**" means the development agreement dated 10 March 2005, as varied by a deed of variation 11 May 2006 (as may be amended, varied and supplemented (with the prior written approval of the Agent)), between the Council, the General Partner as general partner for Centros Miller Bury St Edmunds Limited Partnership, The Miller Group Limited and DV3 Limited relating to the carrying out of the Development

"**Development Document**" means

- (a) the Letter of Intent,
- (b) the Building Contract,
- (c) the Deed of Covenant,
- (d) the Specifications,
- (e) the Budget,
- (f) a Professional Appointment,
- (g) a Collateral Warranty, and
- (h) the Development Agreement

"**Duty of Care Agreement**" means any agreement entered or to be entered into between, amongst others, a Managing Agent and the Agent in relation to the management of the Property

"**Employer's Agent**" means Gleeds Management Services Limited and such other firm or company as may be appointed by the Borrower, with the prior written approval of the Agent in accordance with the Facility Agreement, for the purposes of the Development

"**Engineer**" means WSP Buildings Limited, as civil and structural engineer, and Silcock Dawson and Partners LLP, as mechanical and electrical engineer, and such other firm or company of engineers as may be appointed by the Borrower, with the prior written approval of the Agent (not to be unreasonably withheld or delayed) in accordance with the Facility Agreement, for the purposes of the Development

"**Environmental Consultant**" means WSP Environmental Limited, and such other firm or company as may be appointed by the Borrower, with the prior written approval of the Agent (not to be unreasonably withheld or delayed) in accordance with the Facility Agreement, for the purposes of the Development

"**Facility**" means the Centre Development Facility, the Link Development Facility or the Term Facility

"**Facility Agreement**" means the facility agreement dated 12 October 2006 and made between the Borrower, the General Partner, the Company as nominee, Linkco, the financial institutions named therein as Original Lenders, the Hedging Bank, the Arranger, the Agent and the Security Trustee

"**Fee Letter**" means any letter or letters dated on or about the date of the Facility Agreement between, as the case may be, the Arranger and the Borrower or the Agent and the Borrower or the Security Trustee and the Borrower setting out any of the fees referred to in Clause 11 (Fees) of the Facility Agreement

"**Final Budget**" means the budget delivered to the Agent pursuant to paragraph (a) of Clause 23.9 (*Building Contract Documents*) of the Facility Agreement and based on the Building Contract, prepared by the Borrower and approved in writing by the Agent including

- (a) the Budgeted Costs showing how all costs are to be incurred on a monthly basis during the construction programme and indicating the stage each Development shall have reached on a monthly basis, and
- (b) a payment schedule for payments paid and due under the Letter of Intent and the Building Contract

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Finance Document" means

- (a) the Facility Agreement,
- (b) a Fee Letter,
- (c) a Subordination Deed,
- (d) the Cost Overrun Guarantee,
- (e) the Parent Guarantee,
- (f) a Security Document,
- (g) a Hedging Document,
- (h) a Duty of Care Agreement,
- (i) a Collateral Warranty,
- (j) the Deed of Covenant, and
- (k) a Transfer Certificate,

and any other document designated as such by the Agent and the Borrower

"Finance Party" means the Agent, the Hedging Bank, the Security Trustee, the Arranger or a Lender

"Fixed and Floating Security Document" means the fixed and floating security document dated 12 October 2006 created by Centros Miller Bury St Edmunds Limited Partnership (acting through the General Partner), the General Partner (acting in its own capacity), the Company and Linkco as chargors in favour of Security Trustee

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"General Partner" means Bury St Edmunds General Partner Limited

"Hedging Bank" means The Royal Bank of Scotland plc

"Hedging Documents" means the documents entered into between the Borrower and the Hedging Bank for the purpose of implementing the hedging strategy required pursuant to Clause 21 10 (*Hedging*) of the Facility Agreement

"Initial Budget" means the budget based on the Letter of Intent, prepared by the Borrower and approved in writing by the Agent including

- (a) the Budgeted Costs showing how all costs are to be incurred on a monthly basis during the construction programme and indicating the stage each Development shall have reached on a monthly basis, and
- (b) a payment schedule for payments due under the Letter of Intent and the Building Contract,

and delivered to the Agent pursuant to Part II of Schedule 2 (*Conditions Precedent*) of the Facility Agreement

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 (*Changes to the Lenders*) of the Facility Agreement,
- (c) which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

"Letter of Intent" means the letter agreement entered or to be entered into between the Borrower and the Contractor in relation to the work to be undertaken by the Contractor in connection with the Development prior to the Building Contract becoming effective, which shall have as a schedule the proposed form of Building Contract and shall otherwise be in form and substance satisfactory to the Agent

"Limited Partners" means each of DV3 Properties Bury St Edmunds Limited and Miller Bury St Edmunds Limited or any entity which becomes a party to the Partnership Deed in accordance with its terms, provided that such entity shall have

- (a) notified the Agent of its intention to become a Limited Partner;
- (b) acceded to the Subordination Deed, and
- (c) satisfied any "know your customer" or similar identification procedures required by the Agent or any other Finance

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Party</p> <p>"Linkco" means Centros Bury St Edmunds Link Site Limited (formerly known as Centros Miller Bury St Edmunds Link Site Limited)</p> <p>"Link Development" means all demolition and clearance operations and all excavations, building and other construction work and all associated drainage and infrastructure works for the comprehensive development of the Link Property as a good quality mixed town centre development, such works to be carried out in accordance with the Development Documents, all relevant Authorisations and the provisions of the Facility Agreement</p> <p>"Link Development Facility" means the term loan facility made available under the Facility Agreement as described in paragraph (b) of Clause 2 1 (<i>The Facilities</i>) of the Facility Agreement</p> <p>"Link Development Loan" means a loan made or to be made under the Link Development Facility or the principal amount outstanding for the time being of that Loan</p> <p>"Link Property" means the Cornhill Property and the property to be acquired at 1A St Andrew's Street South, Bury St Edmunds</p> <p>"Loan" means a Centre Development Loan, a Link Development Loan or a Term Loan</p> <p>"Managing Agent" means a managing agent of the Property appointed in accordance with Clause 22 10 (<i>Managing Agents</i>) of the Facility Agreement</p> <p>"Mortgaged Property" means the Real Property specified in Schedule 1 (<i>Real Property</i>) of the Mortgage</p> <p>"Mortgaged Property Agreement for Lease" means an agreement to grant a Mortgaged Property Occupational Lease</p> <p>"Mortgaged Property Lease Document" means</p> <ul style="list-style-type: none"> (a) a Mortgaged Property Agreement for Lease, or (b) a Mortgaged Property Occupational Lease <p>"Mortgaged Property Occupational Lease" means any lease or licence or other right of occupation to which any Mortgaged Property may be subject from time to time</p> <p>"Original Lenders" means the financial institutions listed in Schedule 1 of the Facility Agreement</p> <p>"Parent Guarantee" means the guarantee dated 12 October 2006 between DV3 Limited, Miller Developments Holdings Limited and the Agent</p> <p>"Partnership Deed" means the partnership deed dated 22 December 2004 between the Limited Partners and the General Partner</p> <p>"Party" means a party to the Facility Agreement</p> <p>any reference to a "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing</p> <p>"Planning Supervisor" means D Mulley Associates Limited and such other firm or company as may be appointed by the Borrower, with the prior written approval of the Agent (not to be unreasonably withheld or delayed) in accordance with the Facility Agreement, for the purposes of the Development</p> <p>"Professional" means any</p> <ul style="list-style-type: none"> (a) Architect, (b) Engineer, (c) Environmental Consultant, (d) Employer's Agent, (e) Planning Supervisor, (f) Project Manager, (g) Quantity Surveyor, (h) Transport Consultant, and 	

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Please give the short particulars of the property mortgaged or charged

Short particulars

(h) other professional with material design responsibility

"Professional Appointment" means an agreement for the appointment by the Borrower of a Professional with the prior written approval of the Agent (not to be unreasonably withheld or delayed) in accordance with the terms of the Facility Agreement

"Project Manager" means PDCM Limited, and such other firm or company as may be appointed by the Borrower, with the prior written approval of the Agent (not to be unreasonably withheld or delayed) in accordance with the Facility Agreement, for the purposes of the Development

"Project Monitor" means Davis Langdon or such other firm of chartered surveyors or project managers as may be appointed by the Agent

"Property" means the Centre Property and the Link Property, together with any other present or future freehold or leasehold property in which the Borrower has an interest

"Quantity Surveyor" means Gleeds Management Services Limited and such other firm or company of quantity surveyors as may be appointed by the Borrower, with the prior written approval of the Agent (not to be unreasonably withheld or delayed) in accordance with the Facility Agreement

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

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

"Security Document" means

- (a) the Fixed and Floating Security Document,
- (b) the Mortgage,
- (c) the Share Charge, and
- (d) any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document

"Share Charge" means the equitable charge relating to the shares of the General Partner dated 12 October 2006 between DV3 Holdings Bury St Edmunds Limited, Miller Bury St Edmunds Holdings Limited and the Security Trustee

"Specifications" means the drawings, plans and specifications for each Development which have been approved by the Agent and the Project Monitor prior to the first Utilisation Date

"Subordination Deed" means the subordination deed dated 12 October 2006 between the Limited Partners, the Borrower and the Agent

"Term Facility" means the term loan facility made available under the Facility Agreement as described in paragraph (c) of Clause 2.1 (*The Facilities*) of the Facility Agreement

"Term Loan" means a loan made or to be made under the Term Facility or the principal amount outstanding for the time being of that loan

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) of the Facility Agreement or a recommended form of the Loan Market Association or any other form agreed between the Agent and the Borrower

"Transport Consultant" means WSP Development and Transportation Limited and such other firm or company of transport consultants as may be appointed by the Borrower, with the prior written approval of the Agent (not to be unreasonably withheld or delayed) in accordance with the Facility Agreement, for the purposes of the Development

"Utilisation" means a utilisation of a Facility

"Utilisation Date" means the date of a Utilisation, being the date on which the relevant Loan is to be made

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Please give the short particulars of the property mortgaged or charged

Short particulars

Note (3) The Real Property specified in Schedule 1 (*Real Property*) of the Mortgage is as follows

All that land and buildings at Bury St Edmunds Suffolk known as Prospect House, Prospect Row and land at Risbygate being part of the land registered at HM Land Registry under Title Number SK279039 as transferred by two transfers dated 16 June 2010 made between St Edmundsbury Borough Council and the Borrower and the Company

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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 Linklaters LLP

X

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

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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 Mark Burgess-Smith

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region

Postcode E C 2 Y 8 H Q

Country

DX 10 LONDON/CHANCERY

Telephone 020 7456 2000



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. 5893021
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL MORTGAGE
DATED 7 SEPTEMBER 2010 AND CREATED BY CENTROS BURY
ST EDMUNDS NOMINEES LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR
ANY OTHER CHARGOR TO ANY FINANCE PARTY 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 15 SEPTEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 SEPTEMBER
2010

D 1



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES