

# MG01

## Particulars of a mortgage or charge



242915/13

**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 NOT for**

You cannot use this form to register particulars of a charge for a company. To do this, please form MG01s.

WEDNESDAY



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A28

02/12/2009

121

COMPANIES HOUSE

1

### Company details

Company number

0 5 9 6 6 7 2 8

Company name in full

Cookson Homes North Yorkshire Limited

For official use

4

**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

d2 d7 m1 m1 y2 y0 y0 y9

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

Security over Interest in Limited Liability Partnership (the "Security")

4

### Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of each Obliger in favour of the Lender, whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities.

All capitalised terms used are defined in Appendix 2 to this form.

**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.									
Name ✓	Clydesdale Bank PLC (trading as Yorkshire Bank)									
Address	Strategic Business Services, 4th Floor									
	Merrion Way, Leeds									
Postcode	L	S	2		8	N	Z			
Name										
Address										
Postcode										

**Continuation page**

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

**6 Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged.									
Short particulars	As specified in Appendix 1 to this form									

**Continuation page**

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

# 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 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 Evedred's LLP  
30 November 2009 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.

Contact name Sarah Jackson

Company name Eversheds LLP

Address Bridgewater Place

Water Lane

Post town Leeds

County/Region

Postcode L S 1 1 5 D R

Country

DX DX 12027 Leeds - 27

Telephone 0845 498 4011



### 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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged.

Short particulars

**Appendix 1**

**1. COVENANT TO PAY**

**1.1 Covenant to pay**

The Chargor as primary obligor and not merely as surety, covenants with the Lender that it will pay, discharge and perform the Secured Obligations on demand and in the manner provided for in the Finance Documents.

**1.2 Further advances**

This Deed is made to secure any further advances or other facilities made available by the Lender under the Finance Documents; but it does not create any obligation on the Lender to make any further advances or other facilities available.

**2. THE SECURITY**

**2.1 Charge**

2.1.1 As security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges to the Lender by way of first fixed charge all of the Membership Interests owned by the Chargor or held by any nominee on their behalf, and including all rights of enforcement of the same.

2.1.2 As security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges to the Lender by way of first fixed charge the proceeds of the sale of part or all of the Membership Interests owned by the Chargor or held by any nominee on their behalf.

**2.2 Assignment**

To the extent not validly and effectively charged by way by way of first fixed charge pursuant to clause 2.1, the Chargor as security for the payment and discharge of the Secured Obligations and with full title guarantee assigns and agrees to assign absolutely to the Lender (subject to re-assignment on final and unconditional discharge of the Secured Obligations) (insofar as such rights are capable of assignment) all of its rights under the Membership Agreement and in any other amounts payable under the Membership Agreement.

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### Particulars of a mortgage or charge

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For the avoidance of doubt, the Chargor shall remain liable (and Lender shall not in any way become liable) in respect of its obligations under the Membership Agreement.

#### 3. COVENANTS

The Chargor covenants with the Lender as set out in Schedule 1 to this Appendix 1 (*Covenants*) and warrants and represents to the Lender as set out in Schedule 2 to the Security (*Warranties*).

#### 4. POWERS OF THE ENFORCEMENT PARTIES

The Lender and a Receiver shall have the powers set out in Schedule 2 to this Appendix 1 (*Enforcement*).

**6**

**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged.

Short particulars

**Schedule 1 to Appendix 1**

**COVENANTS**

**1. NO SECURITY OR DISPOSALS**

**1.1 Negative pledge**

The Chargor shall not create or permit to subsist any Security Interest over any of the Security Assets, other than as expressly permitted in the Finance Documents.

**1.2 No disposals**

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, transfer, licence, lease or otherwise dispose of any of the Security Asset or to permit any person other than the Chargor to be registered as the owner of them, other than as expressly permitted by the Lender and pursuant to the Security.

**2. DEPOSIT AND REGISTRATION**

The Chargor shall:

**2.1** deposit (or ensure that there are deposited) with the Lender and permit the Lender to hold and retain all certificates and other documents of title or evidence of ownership in relation to any Security Assets;

**2.2** deposit (or ensure that there are deposited) with the Lender and permit the Lender to hold and retain any other documents which the Lender may from time to time require for perfecting its title to the Security Assets (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the Security Assets in itself or its nominees or in any purchaser;

**2.3** if so requested by the Lender, transfer, or ensure that there are transferred, all or any of the Security Assets into the name of the Lender or its nominee or agent as the Lender may select. The Chargor agrees that the Lender may hold all or any of the Security Assets in any nominee or other agent and that the Security Assets so held shall be held at the expense, risk and responsibility of the Chargor; and

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## Particulars of a mortgage or charge

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Short particulars

2.4 hold to the order of the Lender and deposit with it forthwith (or ensure that there are so held and deposited) all documents of title and related documents from time to time relating to the Security Assets.

#### 3. THE LLP

The Chargor must not and shall ensure that the LLP does not do any of the following without the prior written consent of the Lender, namely:

3.1 in any way modify the rights attached to any of the Security Assets;

3.2 appoint any new members or allow any Member to transfer, assign or otherwise dispose of its interest in the LLP; or

3.3 take any step to place itself in liquidation or administration or pass any resolution to wind itself up.

#### 4. MEMBERSHIP AGREEMENT

The Chargor shall not without the prior consent in writing of the Lender:

4.1 waive any rights under; or

4.2 supplement, otherwise amend, novate, terminate or permit to be terminated, the Membership Agreement.

#### 5. CALLS AND NOTICES

The Chargor shall:

5.1 duly and promptly pay (or ensure that there are paid) all calls, instalments or other payments which may be made or become due in respect of any of Security Asset as and when they become due from time to time; and

5.2 provide the Lender with a copy of any report, accounts, circular, notice or other item sent or provided to it (or to any person on its behalf) in connection with its interest in a Security Asset within five business days of receipt.



6	<b>Short particulars of all the property mortgaged or charged</b>	
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Short particulars	<p><b>6. NO PREJUDICE</b></p> <p>The Chargor shall not do, permit or allow to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value of the Security Asset and shall immediately inform the Lender of anything which occurs which might have that effect.</p> <p><b>7. OTHER OBLIGATIONS IN RESPECT OF SECURITY ASSETS</b></p> <p>7.1.1 The Chargor must comply with all conditions and obligations assumed by them in respect of any Security Asset.</p> <p>7.1.2 The Lender is not obliged to:</p> <p style="padding-left: 40px;">7.1.2.1 perform any obligation of the Chargor;</p> <p style="padding-left: 40px;">7.1.2.2 make any payment;</p> <p style="padding-left: 40px;">7.1.2.3 make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or</p> <p style="padding-left: 40px;">7.1.2.4 present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under the Security,</p> <p style="padding-left: 40px;">in respect of any Security Asset.</p> <p><b>8. OTHER RIGHTS</b></p> <p>If at any time there are, in the Membership Agreement or otherwise, rights or other restrictions which might in any way restrict or otherwise prejudice or affect the exercise of any rights of the Lender under the Security (including the right to have a Security Asset transferred or assigned to the Lender or its nominee and any rights arising on an enforcement), then the Chargor shall ensure that each Member and any other person with the benefit of any of such rights and other restrictions enters into a waiver of them in a form acceptable to the Lender.</p> <p><b>9. NOTICES OF SECURITY</b></p> <p><b>9.1 Notices</b></p> <p>The Chargor shall serve notices of this Deed in the form agreed with the Lender prior to the date of the Security on each of the Members (other than the Chargor) on the date of execution of this Deed.</p>	

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Short particulars	<p>9.2      <b>Acknowledgments</b></p> <p>The Chargor shall procure that the recipient of any notice served pursuant to clause 9.1 (<i>Notices of security</i>) promptly acknowledges it in the form agreed with the Lender prior to the date of this Deed.</p> <p>10.      <b>FURTHER ASSURANCE</b></p> <p>The Chargor shall at its own expense execute and do (and ensure that its nominees execute and do) any documents, acts and things which the Lender may reasonably require from time to time for:</p> <p>10.1      giving effect to, perfecting or protecting the Lender's security over the Security Assets or any of them; or</p> <p>10.2      facilitating the realisation of any Security Asset and the exercise of all powers, authorities and discretions vested by the Security in the Lender or any Receiver.</p> <p>The Chargor shall (and ensure that its nominees shall) in particular promptly execute all transfers, conveyances, assignments, assurances and legal mortgages of any Security Asset which the Lender may reasonably require from time to time.</p>	

**6 Short particulars of all the property mortgaged or charged**

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Short particulars

**Schedule 2 to Appendix 1**

**1. ENFORCEMENT**

**1.1 Timing of enforcement**

This Deed shall become enforceable immediately upon the occurrence of an Event of Default.

**1.2 Statutory powers**

Any power of sale or other powers conferred by Section 101 of the Law of Property Act 1925, as amended by the Security, will be immediately exercisable at any time after this Security has become enforceable.

**1.3 Enforcement rights**

The Lender may at any time after the Security has become enforceable enforce all or any part of the Security as it thinks fit. In particular, it may without further notice exercise in relation to any Security Asset:

1.3.1 the power of sale and all other powers conferred on mortgagees by the Law of Property Act 1925 (or otherwise by law) as extended, varied or amended by the Security; and

1.3.2 (without first appointing a Receiver) any or all of the powers, authorities and discretions and other powers which are conferred by the Security (whether expressly or by implication) upon a Receiver.

Neither **s93(1)** nor **s103** Law of Property Act 1925 shall apply to the Security.

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## Particulars of a mortgage or charge

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#### Schedule 3 to Appendix 1

#### EVENTS OF DEFAULT

1. The Events of Default are:
  - 1.1 an Obligor does not pay the Secured Obligations when they fall due;
  - 1.2 there is any breach by the Chargor of the warranties in Schedule 2 (*Warranties*) or the covenants in Schedule 1 to the Security(*Covenants*);
  - 1.3 the Chargor does not comply with, or it becomes unlawful to any extent for the Chargor to perform, any of its obligations under the Security;
  - 1.4 any person other than the Lender rescinds or repudiates the Security or purports to do so or shows an intention to do so;
  - 1.5 any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Security Assets;
  - 1.6 an event of default or acceleration of re-payment (however such event is described) occurs under any document under which the Secured Obligations arise or any facility or commitment comprised in the documents evidencing the Secured Obligations is cancelled;
  - 1.7 there is an event of default (however such event is described) under any other security over or affecting the Secured Assets or any other assets of any Obligor or steps are taken to enforce any such security;
  - 1.8 an Obligor is unable or admits inability to pay its debts as they fall due (or is deemed to or declared to be unable to pay its debts under any applicable law) or the value of the assets of such Obligor is less than its liabilities (taking into account contingent and prospective liabilities);
  - 1.9 any of the following occurs or any person takes any steps which in the reasonable opinion of the Lender might give rise to:
    - 1.9.1 a suspension or re-scheduling of any Obligor's payments, a moratorium of any of its indebtedness or its dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
    - 1.9.2 a composition, compromise, assignment or arrangement with any creditor of an Obligor;

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Short particulars	<div data-bbox="427 472 1485 584">1.9.3 the appointment of an administrative receiver, receiver or receiver and manager or any similar officer in respect of any Obligor or any of its assets;</div> <div data-bbox="427 629 1485 786">1.9.4 the appointment of an administrator over any Obligor, or any person makes an application to court for such an appointment, gives notice of its intention to appoint an administrator or files notice of such an appointment at court; or</div> <div data-bbox="427 824 1294 857">1.9.5 an analogous procedure takes place in any jurisdiction</div> <div data-bbox="304 898 1485 1010">1.10 a petition is presented in any Court for or a meeting is convened for the purpose of considering a resolution for the winding up of any Obligor or a resolution is passed or an order made for the winding up of any Obligor;</div> <div data-bbox="304 1048 1094 1081">1.11 an Obligor asks the Lender to appoint a Receiver.</div>	

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Please give the short particulars of the property mortgaged or charged.

Short particulars

#### APPENDIX 2

#### DEFINITIONS

**"Chargor"** means Cookson Homes North Yorkshire Limited a company incorporated in England and Wales with company number 05966728 as holder of fifty per cent. (50%) of the membership of Wren Corporate Developments LLP

**"Cookson"** means Cookson Homes WG2 Limited incorporated in England and Wales with company number 06054459 whose registered office is at 14A Longbow Close, Bradley, Huddersfield, West Yorkshire, HD2 1GQ.

**"Default"** means an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of them) be an Event of Default.

**"Default Rate"** means four per cent per annum above the highest rate of interest ordinarily applicable to any part of the Secured Obligations from time to time.

**"Delegate"** means any delegate, agent, attorney or trustee appointed by the Lender.

**"Discharge Date"** means the date with effect from which the Lender confirms to Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments to the Lender cancelled.

**"Enforcement Party"** means any of the Lender, a Receiver or a Delegate.

**"Event of Default"** means as defined in Schedule 3 to Appendix 1 of this form

**"Facility Letter"** means the facility letter made between the Lender and Cookson

**"Finance Documents"** means:

(a) the Facility Letter;

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged.

Short particulars

- (b) a legal mortgage dated 17 November 2006 made between the Chargor and the Lender over the property known as 16 Coniston Avenue, Dalton, Huddersfield;
- (c) a legal mortgage dated 17 November 2006 made between the Chargor and the Lender over the land and buildings on the north side of Coniston Avenue, Dalton, Huddersfield and the land adjoining 41 Broad Lane, Dalton, Huddersfield;
- (d) a debenture dated 16 November 2006 made between the Chargor and the Lender;
- (e) a debenture dated 24 September 2007 made between Cookson and the Lender;
- (f) a legal mortgage dated 1 October 2007 made between Cookson and the Lender over the land at Whitley Willows, Lepton, Huddersfield
- (g) the Security;
- (h) a charge over account balances made between the Chargor and the Lender on or about the date of this Deed;
- (i) a deed of novation executed by the Chargor, Cookson, the LLP and the Lender on or about the date of this Deed;
- (j) any other document designated as a Finance Document by the Lender and the Chargor from time to time.

**"Lender"** means Clydesdale Bank PLC (trading as Yorkshire Bank)

**"LLP"** means Wren Corporate Developments LLP registered in England and Wales with number OC336739, whose registered office is at Sandstone and Wren LLP, 14A Longbow Close, Pennine Business Park, Bradley, Huddersfield, West Yorkshire, HD2 1GQ.

**"Losses"** means losses, claims, demands, actions, proceedings, damages and other payments, costs, expenses and other liabilities of any kind.

**6 Short particulars of all the property mortgaged or charged**

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Short particulars

**"Members"** means the Chargor and WCF (each a **"Member"** and together the **"Members"**).

**"Membership Agreement"** means the limited liability partnership agreement dated 10 January 2008 between (1) Sandstone Trading Limited, (2) WCF, and (3) the LLP.

**"Membership Interests"** means all of the existing or future interests in the LLP including, any income, offer, distribution, interest payment, right or other benefit, money or property in respect of any such interest.

**"Obligors"** means together the Chargor and Cookson and each an **"Obligor"**.

**"Parties"** means the parties to this Deed and **"Party"** shall mean any one of them.

**"Receiver"** means any one or more persons appointed by the Lender to be an administrator, administrative receiver, receiver and manager, judicial manager, trustee in bankruptcy, nominee, supervisor, officinal manager or similar person receiver and/or manager of some or all of the Security Assets

**"Reservations"** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time-barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;



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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged.

Short particulars

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor in favour of the Lender, whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities.

**"Security Asset"** means all assets of the Chargor the subject of the security created by or pursuant to this Security, including any moneys and Membership Interests and from time to time charged to the Lender pursuant to Clause 3 of the Security (*The Security*).

**"Security Interest"** means any mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Suspense Account"** means the suspense account referred to in Schedule 3, Paragraph 4.2 of the Security over Interest in Limited Liability Partnership (*Suspense account*).

**"WCF"** Wren Corporate Finance Limited incorporated in England and Wales with company number 01974159 whose registered office is at The Cross, Johns Lane, Elland, West Yorkshire, HX5 0TQ.



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

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

**COMPANY NO. 5966728  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY OVER INTEREST IN  
LIMITED LIABILITY PARTNERSHIP DATED 27 NOVEMBER 2009  
AND CREATED BY COOKSON HOMES NORTH YORKSHIRE  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR TO CLYDESDALE BANK PLC  
(TRADING AS YORKSHIRE BANK) 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 2 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER  
2009

*Dx. Seel.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES