

644993 / 65

In accordance with  
Section 860 of the  
Companies Act 2006

**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 Sco  
company. To do this, please use  
form MG01s

SATURDAY



\*AGC8TZRT\*

A19

03/12/2011

121

COMPANIES HOUSE

For official use

**1****Company details**

Company number 0 7 6 7 3 0 0 4

Company name in full Development Securities (No 79) Limited (the "**Company**")

**21**
**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 d5 m1 m1 y2 y0 y1 y1

**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 Debenture (the "**Debenture**") dated 25 November 2011 executed by the Company in favour of  
The Co-operative Bank plc (the "**Bank**")

**4****Amount secured**

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

Amount secured

1 The Company covenants with the Bank to pay and discharge  
on demand all monies, obligations and liabilities as at the  
date of the Debenture or at any time thereafter due, owing  
or incurred by the Company to the Bank on any current or  
other account or otherwise (whether actual or contingent, as  
principal or surety and whether solely or jointly with any  
other person), and whether originally owing to the Bank or  
otherwise purchased or acquired by it, including interest,  
discount, commission, bank charges and other charges and  
expenses charged by the Bank. Such interest shall be  
calculated and compounded in accordance with the usual  
practice of the Bank for the time being as well after as  
before any demand made or judgment obtained under the  
Debenture, and

(cont )

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	The Co-operative Bank p l c	
Address	Level 2, No 2 Cathedral Square, The Cloth Market, Newcastle upon Tyne	
Postcode	N E 1 1 E E	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1 The Company with full title guarantee charges to the Bank as security for the payment and discharge of the Secured Obligations</p> <p>(a) by way of legal mortgage all freehold and leasehold property (including heritable property situate in Scotland) of the Company as at the date of the Debenture (including the property specified in the schedule to the Debenture) and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property,</p> <p>(b) by way of fixed charge all estates and interests of the Company in freehold, leasehold property (including heritable property situate in Scotland) and other immovable property (wherever situate), as at the date of the Debenture or at any time thereafter during the continuance of the security constituted by the Debenture belonging to or charged to the Company (not being charged by paragraph 1(a) above) and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property,</p> <p style="text-align: right;">(cont )</p>	

# 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

None

### 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).

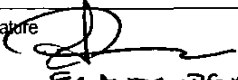
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  FOR AND ON BEHALF OF PARMORE LLP  
2 DECEMBER 2011 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 **Rob Fawke**

Company name  
**Pannone LLP**

Address **123 Deansgate**

Post town **Manchester**

County/Region

Postcode 

M	3		2	B	U	
---	---	--	---	---	---	--

Country

DX **14314 Manchester 1**

Telephone **0161 909 3000**



### 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](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)**

## 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>2      In this form MG01, "Secured Obligations" means the monies, obligations and liabilities referred to in paragraph 1 above and includes each and every part of them</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>(c) by way of fixed charge the benefit of all its rights, present and future, under covenants for title given in relation to the Property (as defined below) and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being (including rights to rental income, licence fees, mesne profits and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons,</p> <p>(d) by way of fixed charge the benefit of all its rights, present and future, under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property,</p> <p>(e) by way of fixed charge the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property,</p> <p>(f) by way of fixed charge all licences, consents and authorisations (both public and private), present and future, held by it in connection with any of its activities,</p> <p>(g) by way of fixed charge all its present and future plant and machinery (save to the extent that such plant and machinery forms part of its stock in trade or work in progress),</p> <p>(h) by way of fixed charge all its present and future vehicles (save to the extent that such vehicles forms part of its stock in trade or work in progress),</p> <p>(i) by way of fixed charge all its present and future computers (save to the extent that such computers forms part of its stock in trade or work in progress),</p> <p>(j) by way of fixed charge all its present and future office equipment (save to the extent that such office equipment forms part of its stock in trade or work in progress);</p> <p>(k) by way of fixed charge all other equipment present and future not more particularly charged by this paragraph 1 (unless it forms part of its stock in trade or work in progress) together with all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement,</p> <p>(l) by way of fixed charge all its goodwill and uncalled capital, present and future;</p> <p>(m) by way of fixed charge all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, as at the date of the Debenture and at any time during the continuance of the security constituted by the Debenture owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto,</p>	
	(cont. )	

# 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>(n) by way of fixed charge all interests in and rights under policies of insurance and assurance as at the date of the Debenture or at any time during the continuance of the security constituted by the Debenture belonging to the Company, and all its rights, present and future, to other compensation monies from time to time payable in respect of the Charged Assets (as defined below),</p> <p>(o) by way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them, as at the date of the Debenture or at any time during the continuance of the security constituted by the Debenture belonging to the Company, including all the Company's rights under any agreements, both present or future, relating to the use or exploitation of such rights,</p> <p>(p) by way of fixed charge all Book Debts (as defined below),</p> <p>(q) by way of fixed charge all Payment Obligations (as defined below),</p> <p>(r) by way of fixed charge all Refundables (as defined below),</p> <p>which together with the Book Debts and Payment Obligations are hereinafter described as <b>"Receivables"</b> and references to <b>"Book Debts"</b>, <b>"Payment Obligations"</b>, <b>"Refundables"</b> and <b>"Receivables"</b> shall include the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and Encumbrances (as defined below)),</p> <p>(s) by way of fixed charge, with effect from the opening or establishment of any Collections Account (as defined in paragraph 7(c) below), all monies standing to the credit of such Collections Account,</p> <p>(t) by way of fixed charge all Account Balances (as defined below) (not being charged by paragraph 1(s) above), and</p> <p>(u) by way of floating charge all its undertaking, property and assets, whatever and wherever, both present and future except to the extent effectively charges under the preceding provisions of this paragraph 1,</p> <p>2 Pursuant to the provisions of the Debenture, the fixed charges created by paragraphs 1(g) to 1(j) (inclusive) above shall, in each case, include all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement;</p>	

(cont )

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	3	Pursuant to the provisions of the Debenture, paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986,
	4	<p>Pursuant to the provisions of the Debenture, the Company shall not, without the prior written consent of the Bank:</p> <ul style="list-style-type: none"> <li>(a) create or allow to subsist any Encumbrance over any Charged Assets (whether ranking in priority to, pari passu with or subsequent to the security created by the Debenture) or attempt or agree to do so, and</li> <li>(b) sell, transfer, lease, assign, factor, discount or otherwise part with possession or dispose of (or attempt or agree to do any of the foregoing) the whole or any part of any property, asset or right of the Company, whether present or future (except for a disposal at market value in the usual course of trading of Charged Assets which are not stated to be charged by the Debenture by way of legal mortgage or fixed charge and which are not then subject to a fixed charge which was originally a floating charge),</li> </ul>
	5	<p>Pursuant to the provisions of the Debenture</p> <ul style="list-style-type: none"> <li>(a) the Bank may by notice to the Company convert the floating charge created by paragraph 1(u) above into a fixed charge as regards the Charged Assets specified in the notice, and</li> <li>(b) the floating charge created by paragraph 1(u) above shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in respect of any asset comprising the Charged Assets <ul style="list-style-type: none"> <li>(i) upon there being a breach of paragraphs 4(a) or 4(b) in relation to that asset, or</li> <li>(ii) upon the presentation or making of any application for a warrant of execution, writ of fieri facias, third party debt order, charging order or court order with analogous effect in respect of that asset, or upon any person levying or attempting to levy any distress or execution against that asset, or any person effecting or attempting to effect any lawful seizure (whether permitted by contract or by law) in respect of that asset;</li> </ul> </li> </ul>
	6	<p>Pursuant to the provisions of the Debenture, the Company shall, if required by the Bank and at its own costs:</p> <ul style="list-style-type: none"> <li>(a) execute in favour of the Bank and deliver to the Bank any further charge by way of legal mortgage, assignment, mortgage, charge, transfer or other security over any Charged Assets required by the Bank from time to time either in the Bank's standard form for the time being or in any other form required by the Bank,</li> </ul> <p style="text-align: right;">(cont...)</p>



# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	(b) do and concur in any other act or thing required by the Bank to vest title to any Charged Assets in the Bank or its nominee(s) (subject to the Company's equity of redemption) or more effectively to provide security for the payment and discharge of the Secured Obligations, and	
	(c) give notice to such person(s) as the Bank may require of any security created or act done pursuant to the Debenture, and take any other step required by the Bank to perfect or protect any such security;	
7	Pursuant to the provisions of the Debenture, at all times during the continuance of the security constituted by the Debenture, the Company shall	
	(a) not exercise any statutory or other power of leasing or accepting surrenders of leases of the Property or agree any variation in the terms of any lease without the prior written consent of the Bank, or attempt or agree to do so,	
	(b) not, without the prior written consent of the Bank, part with or share possession of the Property nor confer upon any person any licence, right or interest to occupy the Property, nor grant any licence or permission to assign, underlet or part with or share possession of the Property,	
	(c) collect, or accept payment of and receive, in each case as agent for the Bank, all Receivables and, immediately upon receipt, pay all monies which it may receive in respect of any Receivables or in respect of any other rights charged to the Bank by way of fixed charge under the Debenture into such specially designated account(s) as the Bank may from time to time direct (each such account together with all additions to or renewals or replacements thereof being a "Collections Account") and, pending such payment, hold all monies so received upon trust for the Bank;	
	(d) not be entitled, and shall not attempt, to withdraw or transfer any monies standing to the credit of a Collections Account without the prior consent of the Bank and the Bank may in its absolute discretion withhold such consent,	
	(e) on demand by the Bank execute a legal assignment of any or all of the Receivables in such form as the Bank may require and give notice of such assignment to the debtors and take such other steps as the Bank may wish to perfect such assignment,	
	(f) deal with the Receivables in accordance with any directions from time to time given in writing by the Bank and, in addition to its obligations under paragraphs 4(a) and 4(b) above not, without the prior written consent of the Bank, release set-off, grant time or indulgence or otherwise deal with the Receivables save in accordance with paragraphs 7(c) to 7(g) (inclusive),	
	(g) furnish the Bank with such information as to the nature and amount of the Receivables as the Bank may reasonably require,	
	(cont )	

## 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) forthwith give the Bank written notice of, and keep the Bank indemnified against, all actions, proceedings, damages, penalties, charges, claims and demands (and notices threatening the same) which, directly or indirectly, arise out of or affect the Charged Assets and, if so required by the Bank, make or join in making any objections thereto and/or representations thereon required by the Bank, and</p> <p>(i) indemnify the Bank and (as a separate covenant) any Receiver (as defined in paragraph 8(g) below) against all rents, rates, taxes, duties, charges, assessments and other outgoings (including any which are wholly novel) from time to time payable in respect of the Charged Assets;</p> <p>8 Pursuant to the provisions of the Debenture, at any time</p> <p>(a) after the Bank has demanded payment or discharge of any of the Secured Obligations, or</p> <p>(b) any step is taken by the Company or any other person to appoint an administrator of the Company including, without limitation, the making of an application to court or the giving or filing of notice of intention to appoint an administrator, or</p> <p>(c) any step is taken by the Company or any other person to wind up the Company including, without limitation, the presentation of a petition for a winding-up order or the giving of notice of a resolution to wind up the Company, or</p> <p>(d) any step is taken by the Company or any other person to appoint a liquidator, provisional liquidator, trustee, receiver, administrative receiver or similar officer of or in relation to the Company, or</p> <p>(e) any step is taken by the Company or its directors to propose a voluntary arrangement, scheme of arrangement or other formal or informal arrangement with the Company's creditors, or</p> <p>(f) if so requested by the Company,</p> <p>the Bank may</p> <p>(g) by writing under its common or corporate seal or under the hand of any director, officer or manager or other authorised signatory for the time being of the Bank appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver (a "<b>Receiver</b>", which expression shall, where the context admits, include the plural and any substituted receiver, receiver and manager or administrative receiver) of all or any part of the Charged Assets and of all the rights of the Bank under the Debenture, or</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	(h) appoint or apply to court for the appointment of any person (or persons) who is appropriately qualified, as administrator of the Company,	
9	Pursuant to the provisions of the Debenture, if at any time the Bank considers that any of the Charged Assets is in danger of seizure, distress, execution, diligence or other legal process, or that any security over any of the Charged Assets created by or pursuant to the Debenture is for any other reason in jeopardy, the Bank may, by notice to the Company, take possession of and be empowered and entitled to sell, or appoint a Receiver over any of the Charged Assets in the same manner as provided under paragraph 8 above,	
10	Pursuant to the provisions of the Debenture	
	(a) any Receiver shall be the agent of the Company for all purposes and the Company shall be solely liable for his acts, defaults, omissions, misconduct, losses and remuneration and the Bank shall not be under any liability whatsoever in that regard unless and until the Company has gone into liquidation when he shall act as principal and not as the agent of the Bank; and	
	(b) any Receiver (whether an administrative receiver or otherwise) shall have and be entitled to exercise in relation to the Company all the powers specified in Schedule 1 to the Insolvency Act 1986 and all other powers conferred from time to time on receivers by statute or otherwise and power on behalf and at the cost of the Company and whether in the name of the Company or otherwise to exercise all the powers and rights of an absolute owner and do or omit to do anything which the Company could do or omit to do or could have done or omitted to do but for any incapacity or the appointment of a liquidator, administrator or like officer in relation to the Company and power to sign any document, execute any deed and do all such acts and things, whether in the name of the Company or otherwise, in relation to, or as may be considered by him to be incidental or conducive to, any of the matters or powers aforesaid or to the protection and/or realisation of the security of the Bank In particular, the Receiver may sever and sell fixtures separately from property to which they may be attached,	
11	Pursuant to the provisions of the Debenture	
	(a) section 103 of the 1925 Act (as defined below) shall not apply to the security constituted by the Debenture and the statutory power of sale and other powers conferred by section 101 of the 1925 Act, as varied or extended by the Debenture, shall be exercisable at any time after demand has been made by the Bank for the payment or discharge of all or any of the Secured Obligations or a Receiver has been appointed;	
	(b) the statutory powers of sale, leasing and accepting surrenders exercisable by the Bank under the Debenture are extended so as to authorise the Bank (whether in its own name or in that of the Company) to grant leases and accept surrenders of the Property with such rights relating to other parts thereof and containing such covenants on the part of the Company and generally on such terms and conditions (including the payment of monies to a lessee or tenant on a surrender and whether at a premium or otherwise) on such terms as the Bank shall think fit without the need to observe any of the provisions of sections 99 and 100 of the 1925 Act;	
		(cont )

# 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>(c) the restriction on consolidating mortgages contained in section 93 of the 1925 Act shall not apply to any security created pursuant to the Debenture, and</p> <p>(d) the Company shall pay on demand all banking, legal, accountancy, valuation, insurance and other costs, charges, expenses and/or liabilities (together with VAT thereon) incurred by or on behalf of the Bank or any Receiver, in each case on a full indemnity basis, in connection with the Debenture, the Charged Assets and the enforcement of its rights under the Debenture or in relation to the Secured Obligations, including amounts required by the Bank to compensate it for its internal management and administrative costs and expenses incurred in connection with such matters. To the extent unpaid any such amounts may be debited to any account of the Company with the Bank and shall bear interest accordingly,</p> <p>12 Pursuant to the provisions of the Debenture:</p> <p>(a) the security created pursuant to the Debenture is created for the purpose of securing further advances and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever. Such security is in addition to, independent of, and shall not merge in or otherwise prejudice or affect (or be prejudiced or affected by) and may be enforced without the Bank first having recourse to any other Encumbrance, right or remedy as at the date of the Debenture or thereafter held by the Bank or available to it and shall not be prejudiced or affected by the Bank dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any such Encumbrance, right or remedy, or giving time for payment or indulgence or compounding with any other person liable for any of the Secured Obligations; and</p> <p>(b) if the Bank receives or is deemed to be affected by notice (whether actual or constructive) of any subsequent charge or interest affecting the Charged Assets, or of any other matter which may cause any security created pursuant to the Debenture to cease to be a continuing security the Bank may open a new account or accounts for the Company and any other person for whose liability the Debenture is available as security. If the Bank does not open a new account or accounts in such circumstances then, unless the Bank shall notify the Company to the contrary, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to receive such notice and as from that time all payments made by or on behalf of the Company or any such person shall be credited or deemed to have been credited to the new account(s) (as applicable) and shall not operate to reduce the amount for which the Debenture is security;</p>	(cont )

# 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>13 Pursuant to the provisions of the Debenture</p> <p>(a) the Company, by way of security and in order more fully to secure the performance of the Company's obligations under the Debenture, irrevocably appoints each of the Bank and the persons deriving title under it and any person nominated in writing under the hand of any officer of the Bank and separately any Receiver to be its attorney (with full power of substitution and delegation) for and on behalf of the Company and as the act and deed or otherwise of the Company to execute as a deed or under hand (as applicable) and deliver any deed, document, agreement or instrument and do all such assurances, acts and things which the Company may be required to execute or do under the Debenture and generally in its name and on its behalf to exercise any right, power or privilege in connection with the Debenture or which may be required or which the Bank or any Receiver shall deem fit for carrying out any sale, lease, charge, disposal or other act or for giving the Bank or any Receiver the full benefit of the Debenture and generally to use the name of the Company and to do any other thing which it or he may reasonably deem proper in or for the purpose of exercising any of such powers, authorities and discretions,</p> <p>(b) the Company covenants with the Bank and separately with any Receiver that, upon request, it will ratify and confirm all acts carried out by the bank or any Receiver (or by the Company at the instance of the Bank or any Receiver) in the exercise or purported exercise of its or his powers, and</p> <p>(c) the Bank and any Receiver may at any time delegate by power of attorney or otherwise to any person or persons all or any of the rights, powers and privileges (including those exercisable by it or him under paragraph 13(a) above) which are for the time being exercisable by the Bank or any Receiver under the Debenture. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such requirements as the Bank or that Receiver may think fit, and</p> <p>14 In this form MG01, the following words have the following meanings</p> <p><b>"1925 Act"</b> means the Law of Property Act 1925;</p> <p><b>"Account Balances"</b> means all monies standing to the credit of the Company from time to time on any and all accounts with any bank or financial institution,</p> <p><b>"the Bank"</b> includes persons deriving title under the Bank, its successors and assigns and any company with which it may amalgamate,</p> <p><b>"Book Debts"</b> means all present and future book debts of the Company,</p> <p><b>"Charged Assets"</b> means all property, assets and rights of the Company, both present and future which are for the time being subject to the security created by or pursuant to the Debenture and (unless the context requires otherwise) shall include each and every part thereof,</p> <p style="text-align: right;">(cont )</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><b>"Encumbrance"</b> means any mortgage, charge, assignment by way of security, pledge, lien (save where arising by operation of law in the usual course of business), hypothecation, preferential right (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security, or other security interest of any kind,</p> <p><b>"Payment Obligations"</b> means all present and future debts (other than Book Debts) and monetary claims and all other amounts recoverable or receivable (whether ascertained or not) by the Company or due or owing to the Company,</p> <p><b>"Property"</b> means the property referred to in paragraphs 1(a) and 1(b) above and includes each and every part thereof; and</p> <p><b>"Refundables"</b> means all present and future payments of or entitlements to claim payment or repayment of any taxes, insurance premiums or other over-payments by the Company.</p>	



FILE COPY

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

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

COMPANY NO. 7673004  
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 25  
NOVEMBER 2011 AND CREATED BY DEVELOPMENT  
SECURITIES (NO.79) LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO THE CO-  
OPERATIVE BANK P.L.C. ON ANY ACCOUNT WHATSOEVER  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 3 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 DECEMBER  
2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES