



Registration of a Charge

Company name: **ROMANS 3 LIMITED**

Company number: **08653616**

Received for Electronic Filing: **17/03/2016**



Details of Charge

Date of creation: **15/03/2016**

Charge code: **0865 3616 0002**

Persons entitled: **LLOYDS BANK PLC (AS SECURITY AGENT FOR THE BENEFICIARIES)**

Brief description: **ALL CURRENT AND FUTURE LAND AND ALL INTELLECTUAL PROPERTY OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION & CHARGE REGISTERED BY FORM MR01 (THE "DEED OF ACCESSION & CHARGE"). FOR MORE DETAILS, PLEASE REFER TO THE DEED OF ACCESSION & CHARGE.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JACQUELINE PUNJABI, ASSOCIATE AT FRIED, FRANK, HARRIS, SHRIVER & JACOBSON (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8653616

Charge code: 0865 3616 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th March 2016 and created by ROMANS 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2016 .

Given at Companies House, Cardiff on 18th March 2016

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Name JACQUELINE PUNJARI

Title: ASSOCIATE

Date: 16/03/2016

EXECUTION VERSION

Fried, Frank, Harris, Shriver & Jacobson (London) LLP
99 City Road, London EC1Y 1AX

DEED OF ACCESSION AND CHARGE

THIS DEED OF ACCESSION AND CHARGE is made on 15 MARCH 2016

BETWEEN:

- (1) The entities listed in Schedule 1 (the "New Chargors");
- (2) Titus Midco 2 Limited (registered in England and Wales under number 09939213) (the "Parent"); and
- (3) Lloyds Bank plc (the "Security Agent").

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "Principal Deed") dated 15 March 2016 between (1) Titus Midco 2 Limited and certain of its subsidiaries as Chargors and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "Beneficiaries").
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the beneficiaries) all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Incorporation

Words and phrases defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 Additional Definitions

In this Deed:

"Floating Charge Intellectual Property" means:

- a) any Intellectual Property owned by any New Chargor; and
- b) the benefit of any agreements and licences now or in the future entered into or enjoyed by any New Chargor relating to the use or exploitation of any Intellectual Property in any part of the world,

in each case, which that New Chargor is prohibited or restricted from charging or for which third party consent is required and has not yet been obtained.

"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement.

"Insurance Policy" means any contract or policy of insurance of any New Chargor (including all cover notes of whatever nature which are from time to time taken out by or on behalf of any New Chargor or (to the extent of its interest) in which any New Chargor has an interest at any time but excluding third party liability insurance and insurance of employees.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trademarks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights;

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 3 (*Specified Intellectual Property*)

"Specified Investments" means, without limitation, the Specified Investments listed in Schedule 4 (*Specified Investments*) and in relation to each New Chargor, all investments which at any time:

- (a) represent a holding in a Subsidiary of such New Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) that New Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee,

but excluding the Excluded Investments.

2. ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

2.1 Accession

Each New Chargor agrees to be bound by the terms of the Principal Deed and to perform all their obligations (whether as Chargor or otherwise) under the Principal Deed with effect from the date of this Deed as if it had been an original party to the Principal Deed.

2.2 Covenant to pay

Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents.

2.3 Proviso

The covenants contained in this clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 Parent's agreement to the accession

The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the accession of each New Chargor.

3. ASSIGNMENTS

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent:

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
- (b) all its rights, title and interest from time to time in respect of the Hedging Agreements.

4. FIXED SECURITY

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent:

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon execution and delivery of this Deed, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);
- (b) by way of fixed charge
 - (i) all interests and rights in the proceeds of sale of Land now or in the future belonging to it;
 - (ii) all plant and machinery now or in the future attached to any Land;
 - (iii) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (iv) all Specified Investments which are now its property, including all proceeds of sale derived from them;
 - (v) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (vi) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
 - (vii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
 - (viii) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments;
 - (ix) all rights and interests in all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;
 - (x) all its goodwill and uncalled capital for the time being;
 - (xi) all Specified Intellectual Property belonging to it;
 - (xii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property);

- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property);
- (xiv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world (except for any Floating Charge Intellectual Property);
- (xv) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world (except for any Floating Charge Intellectual Property);
- (xvi) with effect from the relevant Intellectual Property Consent Date, all Intellectual Property which by virtue of obtaining third party consent pursuant to paragraph (a) of clause 3.7 (*Intellectual Property consent*) of the Principal Deed has ceased to be a Floating Charge Intellectual Property;
- (xvii) with effect from the relevant Intellectual Property Consent Date, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property which by virtue of obtaining third party consent pursuant to paragraph (a) of clause 3.7 (*Intellectual Property consent*) of the Principal Deed has ceased to be a Floating Charge Intellectual Property;
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (a)(xi) to (xvii) inclusive of this clause;
- (xix) all trade debts now or in the future owing to it;
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such Items are for the time being effectively assigned under clause 3.1 (*Security Assignments*) of this Deed;
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed;
- (xxiv) all moneys at any time standing to the credit of any Mandatory Prepayment Account and the debt represented by any such credit balance; and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5. CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of clause 3 (*Assignments*) of this Deed or charged by any fixed charge contained in clause 4 (*Fixed Security*) of the this Deed, including any Assets comprised within a charge which is reconverted under clause 4.4 (*Reconversion*) of the Principal Deed; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Floating Charge Asset (except to the extent permitted under any Finance Document).

5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in clause 2 (*Accession by the New Chargor to the Principal Deed*)) that the crystallisation provisions contained in clause 4 (*Crystallisation*) of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. RIGHT OF APPROPRIATION

6.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

6.2 The Security Agent may, on or at any time after the Enforcement Date, by notice in writing to each New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

6.3 The value of any Financial Collateral appropriated under clause 6.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent; or
- (c) as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

6.4 The Security Agent will account to each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and each New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.

- 6.5 Each New Chargor agrees that (i) all its Financial Collateral has been delivered, transferred, held, **registered** or otherwise designated so as to be in the possession or under the control of the Security Agent or a person acting on its behalf; and (ii) the method of valuing such Financial Collateral under clause 6.3 is commercially reasonable.

7. APPLICATION TO THE LAND REGISTRY

7.1 Each New Chargor:

- (a) In relation to each register of title of any present and future Land of the relevant New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following:
 - (i) a form AP1 (application to change the register) in respect of the security created by this Deed;
 - (ii) a form AN1 (application to enter an agreed notice) in respect of the security created by this Deed;
 - (iii) a form RX1 (application to register a restriction) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Security Agent] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (application to enter an obligation to make further advances); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by clause 4 (*Fixed Security*) at its own expense, immediately following its execution of this Deed.

8. POWER OF ATTORNEY

8.1 Appointment of attorney

Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:

- (a) do anything which the New Chargor is obliged to do (but has not done within 5 Business Days of being notified of that failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) give any instruction under the rules and practices of a Relevant System; and
- (c) following the occurrence of the Enforcement Date, enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

8.2 Ratification

Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 8 (*Power of Attorney*).

8.3 Sums recoverable

All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargors under clause 19 (*Costs and expenses*) of the Facilities Agreement.

9. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in clause 34 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 1 (*The Acceding Chargors*).

10. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

11. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

12. ENFORCEMENT

12.1 Jurisdiction

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any New Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that New Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

13. FINANCE DOCUMENT

This Deed is a Finance Document.

EXECUTION VERSION

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargors and the Parent as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this Deed.

Schedule 1 to the Deed of Accession and Charge

The Acceding Chargors

Name of Acceding Subsidiary	Additional Borrower and/or Additional Guarantor	Registration number (or equivalent, if any)	Jurisdiction of incorporation	Notice details
Romans 1 Limited	Additional Borrower and Additional Guarantor	08652570	England and Wales	Address: Crowthorne House, Nine Mile Ride, Wokingham, Berks, RG40 3GZ Fax: 01344 753191 Attention: Finance Director
Romans 2 Limited	Additional Guarantor	08653077	England and Wales	Address: Crowthorne House, Nine Mile Ride, Wokingham, Berks, RG40 3GZ Fax: 01344 753191 Attention: Finance Director
Romans 3 Limited	Additional Borrower and Additional Guarantor	08653616	England and Wales	Address: Crowthorne House, Nine Mile Ride, Wokingham, Berks, RG40 3GZ Fax: 01344 753191 Attention: Finance Director
The Romans Group (UK) Limited	Additional Guarantor	02161874	England and Wales	Address: Crowthorne House, Nine Mile Ride, Wokingham, Berks, RG40 3GZ Fax: 01344 753191

EXECUTION VERSION

				Attention: Finance Director
Romans Sales and Lettings Limited	Additional Guarantor	05649915	England and Wales	Address: Crowthorne House, Nine Mile Ride, Wokingham, Berks, RG40 3GZ Fax: 01344 753191 Attention: Finance Director
Boyer Planning Limited	Additional Guarantor	02529151	England and Wales	Address: Crowthorne House, Nine Mile Ride, Wokingham, Berks, RG40 3GZ Fax: 01344 753191 Attention: Finance Director
Atkinson & Keene Limited	Additional Guarantor	03983517	England and Wales	Address: Crowthorne House, Nine Mile Ride, Wokingham, Berks, RG40 3GZ Fax: 01344 753191 Attention: Finance Director
Imperial Estate Agents Trustee Limited	Additional Guarantor	06138821	England and Wales	Address: Crowthorne House, Nine Mile Ride, Wokingham, Berks, RG40 3GZ Fax: 01344 753191 Attention: Finance Director

EXECUTION VERSION

JM Lettings Limited	Additional Guarantor	07097374	England and Wales	Address: Crowthorne House, Nine Mile Ride, Wokingham, Berks, RG40 3GZ Fax: 01344 753191 Attention: Finance Director
Romans Mortgage Services Ltd	Additional Guarantor	03155032	England and Wales	Address: Crowthorne House, Nine Mile Ride, Wokingham, Berks, RG40 3GZ Fax: 01344 753191 Attention: Finance Director
Romans Professional Services Limited	Additional Guarantor	02606388	England and Wales	Address: Crowthorne House, Nine Mile Ride, Wokingham, Berks, RG40 3GZ Fax: 01344 753191 Attention: Finance Director

Schedule 2 to Deed of Accession and Charge**Registered land to be mortgaged**

Name of Chargor /Registered Proprietor	Description of Property	Title Number
Boyer Planning Limited	15 De Grey Square, De Grey Road, Colchester and Parking Spaces CO4 5YT	EX880044

Unregistered land subject to first registration upon the execution of this Deed

None at the date of this Deed.

The address for service of the Security Agent in the case of registered land is: is Lloyds Bank plc 3rd Floor, 10 Gresham Street, London EC2V 7AE marked for the attention of Scott Christie.

Schedule 3
Specified Intellectual Property

Trade marks				
Chargor	Trade mark number	Jurisdiction	Classes	Trade mark text
The Romans Group (UK) Limited	UK00002607008	United Kingdom	35, 36, 42	ATKINSON & KEENE Atkinson & Keene atkinson & keene
The Romans Group (UK) Limited	UK00002242449	United Kingdom	36, 42	ROMANS
The Romans Group (UK) Limited	UK00002429517	United Kingdom	42	LENNON
The Romans Group (UK) Limited	UK00002429519	United Kingdom	36	FLOWER
The Romans Group (UK) Limited	UK00002429520	United Kingdom	42	HEAD PROJECTS
The Romans Group (UK) Limited	UK00002452694	United Kingdom	42	BOYER PLANNING
The Romans Group (UK) Limited	UK00002382532	United Kingdom	36, 42	Device (series of 7 shown on the following page of this Deed)

ROMANS 

ROMANS  ROMANS 

ROMANS  ROMANS 

ROMANS  ROMANS 

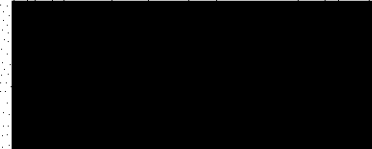
Schedule 4
Specified Investments

Chargor	Name of company in which Securities are held	Securities held
Romans 1 Limited	Romans 2 Limited	1 Ordinary Share of £1.00 each
Romans 2 Limited	Romans 3 Limited	1 Ordinary Share of £1.00 each
Romans 3 Limited	The Romans Group (UK) Limited	12,415,123 Ordinary Shares of £0.001 each
The Romans Group (UK) Limited	Romans Sales and Lettings Limited	100 Ordinary Shares of £1.00 each
The Romans Group (UK) Limited	Atkinson & Keene Limited	100 Ordinary Shares of £1.00 each
The Romans Group (UK) Limited	Boyer Planning Limited	98 Ordinary Shares of £1.00 each
The Romans Group (UK) Limited	Imperial Estate Agents Trustee Limited	1 Ordinary Share of £1.00
The Romans Group (UK) Limited	JM Lettings Limited	100 Ordinary Shares of £1.00 each
The Romans Group (UK) Limited	Romans Mortgage Services Ltd	100 Ordinary Shares of £1.00 each
The Romans Group (UK) Limited	Romans Professional Services Limited	114 Ordinary Shares of £1.00 each
Romans Professional Services Limited	Romans Projects Limited	1,000 Ordinary Shares of £1.00 each
Romans Professional Services Limited	Lennon Planning Limited	1,000 Ordinary Shares of £1.00 each

Execution page to Deed of Accession and Charge

THE NEW CHARGORS

Executed as a Deed by
ROMANS 1 LIMITED
(pursuant to a resolution of its Board of Directors)
acting by:)
Director



in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Witnessed by...



DANIEL MULLIGAN
Trainee Solicitor
King & Wood Malletsons LLP
10 Queen Street Place
London EC4R 1BE

Executed as a Deed by
ROMANS 2 LIMITED
(pursuant to a resolution of its Board of Directors)
acting by:)
Director



in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Witnessed by...



DANIEL MULLIGAN
Trainee Solicitor
King & Wood Malletsons LLP
10 Queen Street Place
London EC4R 1BE

EXECUTION VERSION

Executed as a Deed by
ROMANS 3 LIMITED
(pursuant to a resolution of its Board of Directors)
acting by:

)
)
)
) Director



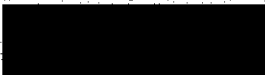
in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Witnessed by.



DANIEL MULLIGAN
Trainee Solicitor
King & Wood Mallesons LLP
10 Queen Street Place
London EC4R 1BE

Executed as a Deed by
THE ROMANS GROUP (UK) LIMITED
(pursuant to a resolution of its Board of Directors)
acting by:

)
)
)
) Director



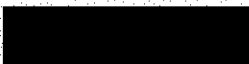
in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Witnessed by..



DANIEL MULLIGAN
Trainee Solicitor
King & Wood Mallesons LLP
10 Queen Street Place
London EC4R 1BE

EXECUTION VERSION

Executed as a Deed by
ROMANS SALES AND LETTINGS LIMITED
(pursuant to a resolution of its Board of Directors)
acting by:)
Director)



in the presence of:

Signature of witness: _____

Name of witness: _____

Address of witness: Witnessed by: _____

DANIEL MULLIGAN
Trainee Solicitor
King & Wood Mallesons LLP
10 Queen Street Place
London EC4R 1BE

Executed as a Deed by
BOYER PLANNING LIMITED
(pursuant to a resolution of its Board of Directors)
acting by:)
Director)



in the presence of:

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Witnessed by: _____

DANIEL MULLIGAN
Trainee Solicitor
King & Wood Mallesons LLP
10 Queen Street Place
London EC4R 1BE

EXECUTION VERSION

Executed as a Deed by)
ATKINSON & KEENE LIMITED)
(pursuant to a resolution of its Board of Directors))
acting by:) Director



In the presence of:

Signature of witness:

Name of witness:

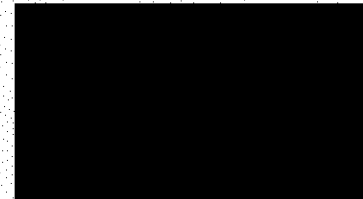
Address of witness:

Witnessed by..



DANIEL MULLIGAN
Trainee Solicitor
King & Wood Mallesons LLP
10 Queen Street Place
London EC4R 1BE

Executed as a Deed by)
IMPERIAL ESTATE AGENTS TRUSTEE LIMITED)
(pursuant to a resolution of its Board of Directors))
acting by:) Director



In the presence of:

Signature of witness:

Name of witness:

Address of witness:

Witnessed by..



DANIEL MULLIGAN
Trainee Solicitor
King & Wood Mallesons LLP
10 Queen Street Place
London EC4R 1BE

EXECUTION VERSION

Executed as a Deed by
JM LETTINGS LIMITED
(pursuant to a resolution of its Board of Directors)
acting by:)
Director)



in the presence of:

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Witnessed by: _____



DANIEL MULLIGAN
Trainee Solicitor
King & Wood Mallesons LLP
10 Queen Street Place
London EC4R 1BE

Executed as a Deed by
ROMANS MORTGAGE SERVICES LTD
(pursuant to a resolution of its Board of Directors)
acting by:)
Director)



in the presence of:

Signature of witness: _____

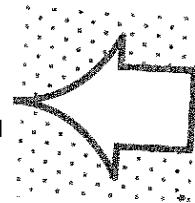
Name of witness: _____

Address of witness: _____

Witnessed by: _____



DANIEL MULLIGAN
Trainee Solicitor
King & Wood Mallesons LLP
10 Queen Street Place
London EC4R 1BE



NAME

Executed as a Deed by
ROMANS PROFESSIONAL SERVICES LIMITED
 (pursuant to a resolution of its Board of Directors)
 acting by:)
)
) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Witnessed by.

DANIEL MULLIGAN

Trainee Solicitor
 King & Wood Mallesons LLP
 10 Queen Street Place
 London EC4R 1BE

THE PARENT

Executed as a Deed by
TITUS MIDCO 2 LIMITED
 (pursuant to a resolution of its Board of Directors)
 acting by:)
)
) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Witnessed by..

DANIEL MULLIGAN

Trainee Solicitor
 King & Wood Mallesons LLP
 10 Queen Street Place
 London EC4R 1BE

EXECUTION VERSION

THE SECURITY AGENT

Signed by
for and on behalf of LLOYDS BANK PLC

)
)
)
)



Authorised Signatory

Notice details:

4th Floor Citymark,
150 Fountainbridge
Edinburgh EH3 9PE

Fax: 0131 229 0234
Email: Scott.Christie@lloydsbanking.co.uk
Attention: Scott Christie

Nicola Keay
Associate Director