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LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

CHFP025

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please complete in typescript, or in bold black capitals

LLP Number

OC336486

For official use

[2][1][1]

Full Name of Limited Liability Partnership

Chatsworth Securities LLP (the "Chargor")

Date of creation of the charge

21 May 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A deed of accession and amendment (the "**Deed of Amendment**") dated 21 May 2008 to a Deed of Charge dated 18 April 2008 and made between, inter alios, the Chargor and Barclays Bank PLC in its capacity as

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Secured Parties under the Finance Documents (or any of them) together with all costs, charges and expenses incurred by the Secured Parties in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents (or any of them) (the "**Secured Obligations**")

For all other definitions in this Form LLP395, see Schedule 2 attached.

Signed

Weil Gotshal & Manges

Date

02/06/08

On behalf of ~~XXXX XXXXXX~~ / chargee] (delete as appropriate)

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the

Weil Gotshal & Manges
One South Place
London EC2M 2WG
Attn: Augustine Bourne

Tel 020 7903 1268

E-mail augustine.bourne@weil.com

When you have completed and signed the form please send it to the Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

WEDNESDAY



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COMPANIES HOUSE

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Names and addresses
of the mortgagees or
persons entitled to
the charge

Barclays Bank PLC (as security trustee for itself and the other
Secured Parties)
5, The North Collonade, Canary Wharf, London E14 4BB

Short particulars of all the
property mortgaged
or charged

See Schedule 1 attached

Particulars as to
commission allowance
or discount (*note 3*)

Nil

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395*) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398*) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398*) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4)* applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.

** As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001*

Please do not
write in this
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Particulars of a mortgage or charge (continued)

Please complete
in typescript, or in
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capitals

Continuation sheet No 1
to Form LLP395 and 410 (Scot)

LLP Number

OC336486

Full Name of Limited Liability Partnership

Chatsworth Securities LLP (the "**Chargor**")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

security trustee for itself and the other Secured Parties (the "**Security Trustee**")

Please complete
in typescript, or
in bold black
capitals

SCHEDULE 1

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR
CHARGED**

1 CREATION OF FIXED SECURITY

1.1 Fixed Charges Pursuant to the Deed of Charge, the Chargor, by way of first fixed security, as continuing security for the payment, discharge and performance of all the Secured Obligations, has charged and agreed to charge to the Security Trustee, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

- (a) all of its right, title, interest and benefit, existing as of the date of the Deed of Charge or any date thereafter, in and to the Mortgage Loans and the Related Security, including, without limitation, all right, title, interest and benefit of the Chargor in, to, under or in respect of
 - (i) the right to receive, demand, sue for, recover and give receipts for all principal moneys payable under such Mortgage Loans and Related Security or the unpaid part thereof and any interest due or to become due thereon;
 - (ii) all covenants with and undertakings and obligations to the Seller contained within each Mortgage Loan and Related Security together with the right to sue thereon, and the right to exercise all powers of the Seller in relation to each Mortgage Loan and Related Security,
 - (iii) the Borrower Files, all correspondence with the Borrowers and all other records, data and information relating to each Mortgage Loan, and
 - (iv) all the estate, right and interest in and to the related Properties vested in the Seller,
- (b) its present and future interest in all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments as of the date of the Deed of Charge or any date thereafter owned by the Chargor from time to time together with all Related Rights accruing thereto,
- (c) all of its right, title, interest and benefit, existing as of the date of the Deed of Charge or any date thereafter in and to all sums of moneys (including all interest accrued and all moneys received in respect thereof and each debt represented thereby) which may be or thereafter are from time to time standing to the credit of each of the Chargor's present and future accounts (including each Chargor Account) with any bank, financial institution or other person in any jurisdiction and all rights in relation thereto and the debts represented thereby,

- (d) all of its right, title, interest and benefit, existing as of the date of the Deed of Charge or any date thereafter in and to all of the Chargor's present and future book and other debts, and all other moneys due and owing to the Chargor or which may become due and owing to it or in or to which the Chargor may at any time acquire any right, title, interest or benefit and the benefit of all rights, securities and guarantees of any nature whatsoever at the date of the Deed of Charge or any date thereafter enjoyed or held by it in relation to any of the foregoing, including all interest accrued and all moneys received in respect thereof and each debt represented thereby, and in each case, the proceeds of the same, all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce such debts;
- (e) to the extent not effectively assigned under Clause 6 1 (*Assignments*) of the Deed of Charge (as set out at paragraph 2 1 (*Assignments*) below), all rights, interests and benefits to and in respect of the Insurance Policies and all claims (and proceeds thereof) and returns of premiums in respect thereof to which the Chargor at the date of the Deed of Charge or any date thereafter may become entitled,
- (f) (to the extent that the same do not fall within any other sub-clause of Clause 1 1 (*Fixed Charges*) of the Deed of Charge (as set out in this paragraph 1 1 (*Fixed Charges*)) and are not effectively assigned under Clause 6 1 (*Assignments*) of the Deed of Charge (as set out at paragraph 2 1 (*Assignments*) below)) all of the Company's rights and benefits under all Relevant Contracts;
- (g) to the extent (if at all) the same are capable of being subject to the security constituted by the Deed of Charge, the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Chargor's business or the use of any of the Charged Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof

1.2 Sub-charges

Without prejudice to the charges contained in Clause 5.1(a) to 5 1(g) of the Deed of Charge (as set out at paragraphs 1 1(a) to 1.1(g) above), and to the extent that no charge created by that clause is capable of registration at HM Land Registry as a sub-charge, pursuant to the Deed of Charge the Chargor, in exercise of the power conferred by section 23(2)(b) of the Land Registration Act 2002, by way of security for the payment or discharge of those Secured Obligations comprising an obligation or liability to pay money, subject to Clause 32 (*Covenant to Release*) of the Deed of Charge, the Chargor has charged in favour of the Security Trustee all indebtedness secured by each registered charge of which it is registered as proprietor at HM Land Registry, including, without limitation those registered against the title numbers set out in or attached to the Mortgage Sale Agreement in respect of the Initial Portfolio.

2 ASSIGNMENTS

2.1 Assignments Subject to Clause 6.2 (*Non-Assignable Relevant Contracts*) of the Deed of Charge (as set out at paragraph 2.2 (*Non-Assignable Relevant Contracts*) below), pursuant to the Deed of Charge the Chargor, by way of first fixed security, as continuing security for the payment, discharge and performance of all the Secured Obligations, has assigned and agreed to assign to the Security Trustee, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

- (a) all its right, title, interest and benefit in the relevant Insurance Policies arranged by the Seller in relation to the Mortgage Loans including for the avoidance of doubt the benefit of and the right to sue on, all covenants with and undertakings and obligations to the Chargor in or relating to each related charge (if any) and the right to exercise all powers of the Chargor in relation to such charge,
- (b) all its causes and rights of action against any person in connection with a report on title or valuation or any other report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any Mortgage Loan or Related Security or affecting the initial decision to advance any such Mortgage Loan,
- (c) (to the extent the same do not fall within any other provision of Clause 6 (*Assignments*) of the Deed of Charge (as set out in this paragraph 2 (*Assignments*)) as beneficial owner all of its rights, title, interest and benefits existing as of the Deed of Charge or any date thereafter, in, to under or in respect of the Relevant Contracts, including
 - (i) all of its rights to receive payment of any amounts which may become payable to it pursuant to or with respect to such Relevant Contracts;
 - (ii) all moneys received by it pursuant to such Relevant Contracts or with respect to such Relevant Contracts,
 - (iii) all of its rights to give notices and/or make demands pursuant to such Relevant Contracts and/or to take the steps which are required to cause payments to become due and payable thereunder or with respect to such Relevant Contracts,
 - (iv) all of its rights of actions in respect of any breach of such Relevant Contracts,
 - (v) all of its rights to receive damages, compensation or obtain other relief, including in respect of any breach of or default in respect of such Relevant Contracts, and

- (vi) any other agreements, instrument or notice to which the Chargor becomes a party or of which it has or may have any right, title, interest or benefit and including all similar rights in respect of the same specified in sub-clauses 6 2(c)(i) to (v) of the Deed of Charge (as set out at sub-paragraphs (i) to (v) above),

in each case, together with the benefit of all powers and remedies for enforcing the same

2.2 Non-Assignable Relevant Contracts Pursuant to the Deed of Charge it is agreed that, to the extent that any such right, title and interest described in Clause 2.1(c) (*Assignments*) of the Deed of Charge (as set out at paragraph 2 1(c) above) is not assignable or capable of assignment.

- (a) the assignment thereof purported to be effected by Clause 2 1(c) of the Deed of Charge (as set out at paragraph 2 1(c) above) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, with full title guarantee as continuing security for the payment, discharge and performance of the Secured Obligations; and
- (b) the Chargor shall hold the benefit of any such right, title and interest on trust for the Security Trustee

3 FLOATING CHARGE

3.1 Creation of Floating Charge Pursuant to the Deed of Charge, the Chargor, as owner with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and by way of a first floating charge, has charged in favour of the Security Trustee as continuing security for the payment, discharge and performance of the Secured Obligations, all its undertaking, property, assets and rights whatsoever and wheresoever existing as of the date of the Deed of Charge or any date thereafter to the extent such assets have not otherwise been validly and effectively mortgaged or charged by way of fixed charge pursuant to Clause 5 (*Creation of Fixed Security*) of the Deed of Charge (as set out at paragraph 1 (*Creation of Fixed Security*) above) or assigned as security by way of Clause 6 (*Assignments*) of the Deed of Charge (as set out at paragraph 2 (*Assignments*) above) above

3.2 Conversion of Floating Charge

Pursuant to the Deed of Charge it is agreed that

- (a) Notwithstanding anything expressed or implied in the Deed of Charge, the Security Trustee may, by notice to the Chargor (and so far as permitted by applicable law), convert the floating charge created by Clause 7 1 (*Creation of Floating Charge*) of the Deed of Charge (as set out at paragraph 3 1 (*Creation of*

Floating Charge) above) with immediate effect into a fixed charge as regards all or any of the Charged Assets specified in such notice if:

- (i) an Event of Default has occurred and is continuing;
 - (ii) the Security Trustee considers such Charged Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or
 - (iii) the Chargor fails, takes or threatens to take any action which in the reasonable opinion of the Security Trustee is likely to result in the Chargor failing to comply, with its obligations under Clause 11 2 (*Restrictions on Dealing*) of the Deed of Charge (as set out at paragraph 4 (*Undertakings of Chargor*) below)
- (b) The floating charge created by the Deed of Charge may not be converted into a fixed charge solely by reason of.
- (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
- under the Insolvency Act 2000, except with the leave of the Court
- (c) The floating charge created by Clause 7 1 (*Creation of Floating Charge*) of the Deed of Charge (as set out at paragraph 3.1 (*Creation of Floating Charge*) above) shall (in addition to the circumstances in which the same will occur under general law and as far as permitted by applicable law) automatically be converted into a fixed charge:
- (i) any person levies, or attempts to levy, any distress, execution or other process against any of the Charged Assets, or
 - (ii) any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor, over all or any part of its assets or such person is appointed, or
 - (iii) upon the convening of any meeting of the members of the Chargor to consider a resolution to voluntarily wind up the Chargor (or not to wind up the Chargor), or
 - (iv) upon the presentation of a petition to compulsorily wind up the Chargor, or
 - (v) if there occurs in relation to the Chargor or any of its assets in any country or territory in which it is incorporated or carries on business or to the

jurisdiction of whose courts it or any of its assets is subject any event which corresponds in that country or territory with any of those mentioned in paragraphs (i) to (iii) (inclusive) of Clause 3 2(c) of the Deed of Charge (as set out in this paragraph 3 2(c)), or

- (vi) if the Chargor fails to comply with its obligations under Clause 11 2 (*Restrictions on Dealing*) of the Deed of Charge (as set out at paragraph 4 (*Undertakings of Chargor*) below)
- (d) All floating charges created pursuant to the Deed of Charge shall be qualifying floating charges for the purpose of Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002)
- (e) Service by the Security Trustee of a notice pursuant to Clause 3 2(a) of the Deed of Charge (as set out at paragraph 3 2(a) above) in relation to any of the Charged Assets shall not be construed as a waiver or abandonment of the Security Trustee's rights to serve similar notices in respect of any other of the Charged Assets or of any other of the rights of the Security Trustee under any Finance Document and shall remove from the Chargor any right which the Chargor has to deal with the relevant assets without the prior written permission (in the case of dealing) of the Security Trustee.

4 UNDERTAKINGS OF CHARGOR

Pursuant to the Deed of Charge, the Chargor undertakes that, except as permitted under the terms of the Deed of Charge or any other Finance Document it will not

- (a) create or permit to subsist any Encumbrance over all or any of its assets, rights or property other than (i) the Encumbrances created pursuant to the Deed of Charge or any other Finance Document or (ii) Permitted Encumbrances, or
- (b) lease, sell, transfer, assign or otherwise dispose of or agree to lease, sell, transfer, assign or otherwise dispose of, all or any part of its assets, rights or property, including the Charged Assets or any interest therein.

5 RECEIVER

5.1 Pursuant to the Deed of Charge it is agreed that, at any time following the occurrence of an Enforcement Event, and whether or not the Security Trustee has taken possession of the Charged Assets, the Security Trustee may, at its absolute discretion, appoint, by writing or by deed, such person or persons (including an officer or officers of the Security Trustee) as the Security Trustee thinks fit, to be a receiver or receivers (to act jointly or severally) of the Charged Assets or any part thereof and, in the case of an appointment of more than one person, to act together or independently of the other or others (the "**Receiver**") In the event that there is the presentation of a petition to the

court for an administration order and such presentation is notified to the Secured Parties, the Secured Parties shall forthwith notify the Security Trustee.

5.2 The Security Trustee may at any time after the occurrence of an Enforcement Event apply to the Court for an order that the powers and trusts of the Deed of Charge be exercised or carried into execution under the direction of the Court and for the appointment of a Receiver of the Charged Assets or any part thereof and for any other order in relation to the execution and administration of the powers and trusts hereof as the Security Trustee shall deem expedient, and it may assent to or approve any application to the Court made at the instance of the Lender.

5.3 The Security Trustee may not appoint an administrative receiver, receiver, manager or receiver and manager pursuant to Clause 5.1 of the Deed of Charge (as set out at paragraph 5.1 above) solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000 except with leave of the court.

6 FURTHER ASSURANCES

6.1 Pursuant to the Deed of Charge it is agreed that the Chargor shall, at its own expense from time to time, execute and give all such assurances and do all acts and things as the Security Trustee may reasonably require or consider desirable under the laws of any jurisdiction governing the Charged Assets to enable the Security Trustee to perfect or protect the security intended to be created by the Deed of Charge over the Charged Assets or any part thereof or to facilitate the sale of the Charged Assets or any part thereof or the exercise by the Security Trustee of any of the rights, powers, authorities and discretions vested in it or any Receiver of the Charged Assets or any part thereof or any such delegate or sub-delegate as aforesaid, including to facilitate vesting all or part of such assets in the name of the Security Trustee or in the names of its nominee, agent or any purchaser. To that intent, without prejudice to the generality of the foregoing and subject to the terms and conditions set out in the other clauses of the Deed of Charge, the Chargor shall execute all transfers, sales, dispositions and appropriations (whether to the Security Trustee or otherwise) and shall give all notices, orders and directions and make all registrations which the Security Trustee may (in its absolute discretion) consider expedient

6.2 Without prejudice to the generality of Clause 18.1 of the Deed of Charge (as set out at paragraph 6.1 above), but subject to the other terms and conditions of the Deed of Charge, the Chargor will at the request of the Security Trustee execute a legal mortgage, charge or other security at any time over all or any of the Charged Assets subject to or intended to be subject to the security constituted by the Deed of Charge in such form as the Security Trustee may reasonably require but containing terms no more onerous than those in the Deed of Charge

SCHEDULE 2

DEFINITIONS

A&L means Alliance & Leicester Plc (No. 03263713), Carlton Park, Narborough, Leicester, LE19 0AL

A&L Collection Account means the account or accounts into which all Principal Receipts and all Revenue Receipts are to be paid as the same may be renumbered or redesignated or such other account which may replace or supersede the same

Acceleration Notice means a notice given by the Lender pursuant to Clause 22 (*Events of Default*) of the Facility Agreement declaring, *inter alia*, all or any part of the Barclays Loan to be immediately due and payable.

Account Bank means A&L or such other bank as the Chargor may designate with the prior written approval of the Security Trustee

Account Bank Agreement means the account bank agreement entered into on the Closing Date between the Security Trustee, the Chargor, the Cash Manager and the Account Bank governing the operation of the LLP Accounts

Accrued Interest means, in respect of a Mortgage Loan, on a given date (for the purposes of this definition, the "relevant date"), the interest which has accrued but which is not yet due and payable from and including the last regular Monthly Payment Date up to (but excluding) the relevant date

Asset Representations means the "Representations and Warranties" as defined and made pursuant to the Mortgage Sale Agreement.

Bank of England Base Rate means the Bank of England's official dealing rate (the **repo rate**) as set by the UK Monetary Policy Committee

Barclays Loan means the loan made or to be made under the Facility or at any time the principal amount outstanding of that loan.

Base Rate-Linked Rate means the rate of interest that applies to the Base Rate Loans in the Portfolio that is a margin (expressed as a percentage figure) above and/or equal to and/or below the Bank of England Base Rate

Base Rate Loan means those Mortgage Loans to the extent that and for such period that their Mortgage Conditions provide that they are subject to the Base Rate-Linked Rate

Borrower means in relation to a Mortgage Loan, the individual or the individuals specified as such in the relevant Mortgage Loan together with the individual or

individuals (if any) from time to time assuming an obligation to repay such Mortgage Loan or any part of it.

Borrower Files means the file or files relating to each Mortgage Loan containing, *inter alia*:

- (a) all material correspondence relating to that Mortgage Loan; and
- (b) the completed mortgage documentation applicable to the Mortgage Loan (other than the Title Deeds) including the Valuation Report and, in relation to Mortgage Loans which are not advanced as part of the Seller's Mortgage Transfer Service, the solicitor's or licensed conveyancer's Certificate of Title,

whether original documentation, electronic form or otherwise or information provided by such documentation stored on an electronic database

Buildings Policies means.

- (a) all buildings insurance policies relating to freehold or heritable Properties which have been taken out in the name of the relevant Borrower in accordance with the applicable Mortgage Conditions, and
- (b) all landlord's buildings insurance policies relating to leasehold Properties.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Calculation Date shall mean

- (a) the 6th Business Day prior to each Interest Payment Date, and
- (b) for the purposes of Clause 20 (*Portfolio Determination*) of the Facility Agreement only any other day which the Lender elects by 10 Business Days prior written notice to the Chargor where the Lender (acting reasonably) believes that a Portfolio Performance Breach or a Potential Event of Default or an Event of Default has occurred

Calculation Period means each period from (but excluding) the last day in the calendar month immediately preceding a Calculation Date (or in the case of the first Calculation Period, from (and including) the Closing Date) to (and including) the last day in the calendar month immediately preceding the next following Calculation Date

Capitalised Arrears means, in relation to a Mortgage Loan at any date (for the purposes of this definition, the **relevant date**), the amount (if any) at such date of any interest In Arrears in respect of which, at the relevant date, each of the following conditions have been satisfied

- (a) the Seller has, by arrangement with the relevant Borrower, agreed to capitalise such interest In Arrears; and
- (b) such interest In Arrears has been capitalised and added, in the accounts of the Seller (or, if the determination date occurs after the Closing Date, the Chargor), to the principal amount outstanding in respect of such Mortgage Loan

Capitalised Interest means interest capitalised as a result of a Payment Holiday or an Underpayment.

Cash Management Agreement means the cash management agreement entered into between the Cash Manager, the Chargor and the Security Trustee and dated on the Closing Date pursuant to which the Cash Manager will provide cash management services to the Chargor.

Cash Manager means A&L or such other person as may be appointed as Cash Manager under the Cash Management Agreement

Cash Withdrawal means a cash withdrawal made by a Borrower in the amount of all or part of the accrued Overpayments.

Certificate of Title means a solicitor's, licensed conveyancer's report or certificate of title obtained, in relation to Mortgage Loans which are not advanced as part of the Seller's Mortgage Transfer Service, by or on behalf of the Seller in respect of each Property substantially in the form of the pro-forma set out in the Standard Documentation

Charged Assets means all the assets, rights and property of the Chargor which are the subject of any security constituted or intended to be constituted by the Deed of Charge

Chargor Accounts means each of the LLP Accounts and any other bank account of the Chargor or in respect of which the Chargor at any time has an interest

Closing Date means 18 April 2008.

Corporate Services Agreement means the corporate services agreement entered into, *inter alios*, between the Corporate Services Provider and the Chargor and dated on the Closing Date pursuant to which the Corporate Services Provider will perform corporate services for and on behalf of the Chargor.

Corporate Services Provider means Structured Finance Management Limited or such other person as may be appointed as Corporate Services Provider under the Corporate Services Agreement

Current Balance means in relation to a Mortgage Loan at any given date, the aggregate (without double counting) of the Outstanding Principal Balance, Accrued Interest and other amounts in arrears relating to that Mortgage Loan

Deed of Assignment means the assignment by way of security in respect of all of A&L's membership rights and interest in the Chargor in the form acceptable to the Lender entered into on the Closing Date between A&L and the Security Trustee

Deed of Charge means the deed of charge entered into on the Closing Date (as amended and restated by the Deed of Amendment) between, amongst others, the Chargor and the Security Trustee to secure the obligations of the Chargor under the Finance Documents

Deed of Consent means a deed whereby a person in or intended to be in occupation of a Property situated in England and Wales agrees with the Seller to postpone his or her interest (if any) in the Property so that it ranks after the interest created by the relevant Mortgage.

Deed of Postponement means a deed or agreement whereby a mortgagee of or the heritable creditor in relation to a Property agrees with the Seller to postpone its mortgage or standard security (as applicable) over the Property so that the sums secured by it will rank for repayment after the sums secured by the relevant Mortgage

Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

Encumbrance means a mortgage, charge, pledge or lien or other encumbrance securing any obligation of any person, any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or any other type of preferential arrangement (including any title transfer and retention arrangement) having similar effect

Enforcement Event means the service by the Lender on the Chargor, in accordance with Clause 22 (*Events of Default*) of the Facility Agreement, of an Acceleration Notice or, if the Barclays Loan is no longer outstanding following a default by the Chargor in respect of any other Secured Obligation on its due date or within any applicable grace period following such due date as stated in the relevant Finance Document but subject always to any limited recourse provisions stated therein

Event of Default means an Event of Default under Clause 22 (*Events of Default*) of the Facility Agreement

Facility means the term loan facility made available under the Facility Agreement.

Facility Agreement means the Facility Agreement dated on the Closing Date and made between, *inter alios*, the Chargor, the Lender, the Security Trustee and Alliance & Leicester plc (in its capacity as Guarantor).

Fee Letters means the Lender's Fee Letter and the Security Trustee's Fee Letter.

Final Repayment Date means 18 March 2012

Finance Documents means the Facility Agreement, the Swap Agreement, the Securitisation Arrangements Agreement, the Cash Management Agreement, the Subordinated Loan Agreement, the Mortgage Sale Agreement, the Account Bank Agreement, the Servicing Agreement, the Fee Letters, the Mortgage Loan Guarantee and the Security Documents and any other document designated as such from time to time by the Chargor and the Lender

Fixed Rate Loans means those Mortgage Loans to the extent that and for such time that the interest rate payable by the Borrower on all or part of the Outstanding Principal Balance does not vary and is fixed for a certain period of time by the Seller

Further Advance means an advance made following a request from an existing Borrower for a further amount to be lent to him or her under his or her Mortgage, where the Seller has a discretion as to whether to accept that request.

GIC Account means the account of the Chargor (sort code 72-01-00) so named, held by the Chargor with the Account Bank into which all amounts standing to the credit of the A&L Collection Account in respect of the Portfolio are to be paid as the same may be renumbered or redesignated by the Account Bank from time to time in accordance with the Account Bank Agreement or such other account which may replace or supersede the same with the Security Trustee's prior written consent

Guarantor means A&L

In Arrears means, in respect of a Mortgage Loan, that one or more Monthly Payments (or part thereof) in respect of such Mortgage Loan have become due and unpaid by a Borrower.

Initial Loans means the portfolio of residential first mortgage loans sold by the Seller to the Chargor on the Closing Date pursuant to the Mortgage Sale Agreement

Initial Portfolio means the portfolio of Mortgage Loans and their Related Security, particulars of which are set out in Appendix 1 to the Mortgage Sale Agreement or in a document stored upon electronic media (including, but not limited to, a CD-ROM), and all right, title, interest and benefit of the Seller in and to

- (a) all payments of principal and interest (including, for the avoidance of doubt, all Accrued Interest, arrears of interest and Capitalised Arrears) and other sums due or to become due in respect of such Mortgage Loans and Related Security including, without limitation, the right to demand, sue for, recover and give receipts for all principal monies, interest and costs and the right to sue on all

covenants and any undertakings made or expressed to be made in favour of the Seller under the applicable Mortgage Conditions,

- (b) subject where applicable to the subsisting rights of redemption of Borrowers, all Deeds of Consent, Deeds of Postponement, all third party guarantees and any other collateral security for the repayment of the relevant Mortgage Loans secured by the Mortgages,
- (c) the right to exercise all the powers of the Seller in relation thereto,
- (d) all the estate and interest in the Properties vested in the Seller,
- (e) each Certificate of Title and Valuation Report and any right of action of the Seller against any solicitor, licensed conveyancer, qualified conveyancer, Valuer or other person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with such Mortgage Loans and their Related Security, or any part thereof or affecting the decision of the Seller to make or offer to make any such Mortgage Loan or part thereof;
- (f) all rights, title and interests of the Seller (both present and future) (including, without limitation, the proceeds of all claims to which the Seller is entitled) under the Insurance Policies, and
- (g) all proceeds from the enforcement of such Mortgage Loans and their Related Security

Insurance Policies means the Buildings Policies, the Lender Interest-Only Policy, the Title Insurance Policies and the Properties in Possession Cover and "Insurance Policy" shall be construed accordingly

Interest Payment Date means the last day of each Interest Period and the Final Repayment Date (inclusive) unless any such day is not a Business Day in which event it shall fall on the next succeeding Business Day, unless that day would fall in a new month in which case, on the last Business Day of the immediately preceding month

Interest Period means in relation to the Barclays Loan, each period determined in accordance with Clause 9 (*Interest Periods*) of the Facility Agreement and in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default Interest*) of the Facility Agreement

Lender means Barclays Bank PLC in its capacity as Lender under the Facility Agreement

Lender Interest-Only Policy means a block buildings policy in the name of the Seller relating to the Properties where the relevant Borrower has been unable to effect his own buildings insurance and written by Zurich Insurance Company,

Lender's Fee Letter means the letter dated on the Closing Date and made between the Lender, the Security Trustee, the Guarantor and the Chargor setting out the Margin and the arrangement fees

Lending Criteria means the criteria contained in Schedule 4 of the Mortgage Sale Agreement as may be amended from time to time in accordance with the standards of a Reasonable, Prudent Mortgage Lender

Liquidation Member means Chatsworth Securities (LM) Limited (No. 06563578) whose registered office is at 35 Great St. Helen's London EC3A 6AP in its capacity as liquidation member under the LLP Deed

LLP Accounts means the GIC Account, the Swap Collateral Account and the Transaction Account.

LLP Deed means the limited liability partnership deed in relation to the Chargor dated on the Closing Date and made between the Liquidation Member and A&L (in its capacity as designated member)

Margin means the rate per annum specified as the Margin in the Lender's Fee Letter

Monthly Payment means the monthly payment amount for a Mortgage Loan

Monthly Payment Date means the day of the month that the Monthly Payment relating to a Mortgage Loan is due

Mortgage means a first fixed charge by way of legal mortgage which secures the repayment of the relevant Mortgage Loan

Mortgage Conditions means the terms and conditions of a Mortgage Loan as contained in Standard Documentation applicable to a Borrower from time to time

Mortgage Loan means the loans sold or to be sold (as the context so requires) to the Chargor pursuant to the Mortgage Sale Agreement including, where the context so requires, each New Loan and each Further Advance sold or to be sold to the Chargor by the Seller after the Closing Date and any new Mortgage Loans created pursuant to a Product Switch but excluding (for the avoidance of doubt) each Mortgage Loan and its Related Security redeemed or repurchased by the Seller pursuant to the Mortgage Sale Agreement or otherwise sold by the Chargor in accordance with the terms of the Transaction Documents and no longer beneficially owned by it.

Mortgage Loan Guarantee means the limited guarantee entered into on the Closing Date and given by the Seller to the Chargor in respect of obligations of certain of the Borrowers under the Mortgage Loans.

Mortgage Sale Agreement means the agreement entered into on or about the Closing Date between the Chargor and the Seller pursuant to which (*inter alia*) the Chargor agrees to purchase, and the Seller agrees to sell, the beneficial interest in Qualifying Loans and the Related Security comprising the Initial Portfolio and New Portfolios from time to time

Mortgage Transfer Service has the meaning given to it in the Lending Criteria

New Loans means Mortgage Loans, other than the Initial Loans, which the Seller may from time to time after the Closing Date sell to or hold on trust for the Chargor pursuant to the Mortgage Sale Agreement

New Portfolio means in each case the portfolio of Mortgage Loans and their Related Security, particulars of which are set out in the relevant New Portfolio Notice or in a document stored upon electronic media (including, but not limited to, a CD-ROM), and all right, title, interest and benefit of the Seller in and to

- (a) all payments of principal and interest (including, for the avoidance of doubt, all Accrued Interest, arrears of interest and Capitalised Arrears) and other sums due or to become due in respect of such Mortgage Loans and their Related Security including, without limitation, the right to demand, sue for, recover and give receipts for all principal monies, interest and costs and the right to sue on all covenants and any undertakings made or expressed to be made in favour of the Seller under the applicable Mortgage Conditions,
- (b) subject where applicable to the subsisting rights of redemption of Borrowers, all Deeds of Consent, Deeds of Postponement and all third party guarantees and any other collateral security for the repayment of the relevant New Loans secured by the relevant new Mortgages,
- (c) the right to exercise all the powers of the Seller in relation thereto,
- (d) all the estate and interest in the relevant Properties vested in the Seller,
- (e) each relevant Certificate of Title and Valuation Report and any right of action of the Seller against any solicitor, licensed conveyancer, qualified conveyancer, Valuer or other person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with such Mortgage Loans and their Related Security, or any part thereof or affecting the decision of the Seller to make or offer to make any such Mortgage Loan or part thereof,
- (f) all rights, titles and interests of the Seller (both present and future) (including, without limitation the proceeds of all claims to which the Seller is entitled) under the Insurance Policies, and

- (g) all proceeds from the enforcement of such Mortgage Loans and their Related Security.

New Portfolio Notice means a notice in the form set out in Schedule 10 of the Mortgage Sale Agreement served in accordance with the terms of the Mortgage Sale Agreement.

Obligors means the Chargor and the Guarantor and "**Obligor**" shall mean either of them

Outstanding Principal Balance means, in relation to a Mortgage Loan on any date (for the purposes of this definition, the "relevant date"), the aggregate principal balance of the Mortgage Loan at the relevant date including (but avoiding double counting)

- (a) the original principal amount advanced by the Seller to the relevant Borrower;
- (b) any increase in the principal amount due under the Mortgage Loan due to the relevant Borrower making Cash Withdrawals, taking Payment Holidays or making Underpayments or a Further Advance having been made available to such Borrower, and
- (c) in each case relating to such Mortgage Loan less any prepayment (including any decrease in the principal amount due under that Mortgage Loan due to the Borrower making Overpayments (as defined in the Mortgage Sale Agreement), repayment or payment of the foregoing made on or prior to the relevant date.

Overpayment means a payment by a Borrower in an amount greater than the Monthly Payment then due on the Mortgage Loan.

Payment Holiday means the period of time that a Borrower refrains from making payments of interest and principal under a Mortgage Loan without penalty

Permitted Encumbrances means

- (a) encumbrances created under or as contemplated by the Transaction Documents;
- (b) liens arising by the operation of law and in connection with the purchase of goods and/or services in the ordinary course of trading; and
- (c) encumbrances which are fully and unconditionally discharged by the date on which the Barclays Loan is made hereunder

Portfolio means the Mortgage Loans and the Related Security comprising the Initial Portfolio and any New Portfolios and all moneys derived therefrom from time to time

Portfolio Performance Breach has the meaning set out in the Facility Agreement.

Potential Event of Default means an Event of Default or any event or circumstance specified in Clause 22 (*Events of Default*) of the Facility Agreement which would or is likely to (with the passage of time, the giving of notice, the making of any determination under any Finance Document or any combination thereof) be an Event of Default

Principal Receipts means any payment in respect of principal received in respect of any Mortgage Loan (including, for the avoidance of doubt, payments in respect of Capitalised Interest and Capitalised Arrears), whether as all or part of a Monthly Payment in respect of such Mortgage Loan, on redemption (including partial redemption) of such Mortgage Loan, on enforcement of such Mortgage Loan (including the proceeds of sale of the relevant Property), pursuant to any Insurance Policies or on the disposal of such Mortgage Loan or otherwise (without double counting but including principal received or treated as received after completion of the enforcement procedures)

Product Switch means a variation to the financial terms or conditions included in the Mortgage Conditions applicable to a Mortgage Loan other than any variation:

- (a) agreed with a Borrower to control or manage arrears on a Mortgage Loan;
- (b) of the maturity date of a Mortgage Loan unless, while any Barclays Loan is outstanding, it is extended beyond 18 April 2043,
- (c) imposed by statute, and/or
- (d) of the standard variable rate of interest payable in respect of the Mortgage Loan where that rate is offered to the Borrowers of more than 10 per cent by Current Balance of Mortgage Loans in the Portfolio as calculated on the next Calculation Date as at the end of the immediately preceding Calculation Period

Properties in Possession Cover means the properties in possession cover written by Zurich Insurance Company (policy number 12/006419/41048361) for Mortgage Loans originated by the Seller and any endorsements or extensions thereto as issued from time to time, or any such similar alternative or replacement properties in possession policy or policies as may be effected from time to time to cover the Seller in respect of Mortgage Loans and their Related Security, such other properties in possession policy or policies to provide such level of cover as would be acceptable to a Reasonable, Prudent Mortgage Lender at the date of such other policy or policies.

Property means a freehold, heritable, leasehold or common hold property which is subject to a Mortgage

Qualifying Loan means a Mortgage Loan which satisfies each of the following criteria:

- (a) either (i) it complies with each of the Asset Representations as at the date sold to the Chargor or (ii) it does not comply with each of the Asset Representations as at

such date but the period for remedy of such non-compliance has not expired under the terms of the Mortgage Sale Agreement; and

- (b) either (i) it complies with each of the Repeating Asset Representations on the first day of the most recent Interest Period or (ii) it does not comply with each of the Repeating Asset Representations as at such date but the period for remedy of such non-compliance has not expired under the terms of the Mortgage Sale Agreement.

Reasonable, Prudent Mortgage Lender means a reasonable and prudent prime residential mortgage lender lending to borrowers in England and Wales who generally satisfy the lending criteria of traditional sources of residential mortgage capital

Receiver means an administrative receiver, a receiver and manager or other receiver, in either case, appointed pursuant to the Deed of Charge

Related Rights means

- (a) any dividend or interest paid or payable in relation to any shares,
- (b) any stock, shares, securities, rights, moneys or property accruing or offered at any time, (whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise) to or in respect of any shares or in substitution or exchange for or otherwise derived from any shares, and
- (c) any dividend, interest or other income in respect of any asset referred to in paragraph (b) above

Related Security means, in relation to a Mortgage Loan, the security for the repayment of that Mortgage Loan including the relevant Mortgage and all other matters applicable thereto acquired as part of the Portfolio sold to or held on trust for the Chargor pursuant to Clause 21 or Clause 41 of the Mortgage Sale Agreement including (without limitation).

- (a) the benefit of all affidavits, consents, renunciations, guarantees, indemnities, waivers and postponements (including, without limitation, Deeds of Consent and Deeds of Postponement) from occupiers and other persons having an interest in or rights in connection with the relevant Property,
- (b) each right of action of the Seller against any person (including, without limitation, any Valuer, licensed or qualified conveyancer, solicitor and any registrar or registry) in connection with any report, valuation, opinion, certificate or other statement of fact or opinion (including, without limitation, each Certificate of Title and Valuation Report) given or received in connection with all or part of any Mortgage Loan and its Related Security or affecting the decision of the Seller to make or offer to make all or part of the relevant Mortgage Loan, and

- (c) the benefit of (including, without limitation, the rights as the insured person under and as notations of interest on, returns of premium and proceeds of claims under) Insurance Policies (including the Buildings Policies) deposited, charged, obtained, or held in connection with the relevant Mortgage Loan, Mortgage and/or Property and Borrower Files

Relevant Contracts means each of: (a) the Mortgage Sale Agreement, (b) the Mortgage Loan Guarantee, (c) the Servicing Agreement, (d) the Cash Management Agreement, (e) the Account Bank Agreement, (f) the Corporate Services Agreement, (g) the Secretarial Services Agreement, (h) the Subordinated Loan Agreement, (i) the Swap Agreement and (j) the Facility Agreement, together with each and any other agreement specified as a "Relevant Contract" by the Chargor and the Lender,

Repeating Asset Representations means the "Repeating Representations and Warranties" as defined in and made pursuant to the Mortgage Sale Agreement.

Revenue Receipts means any payment received in respect of any Mortgage Loan, whether as all or part of a Monthly Payment in respect of such Mortgage Loan, on redemption (including partial redemption) of such Mortgage Loan, on enforcement of such Mortgage Loan (including the proceeds of sale of such Mortgage Loan), on the disposal of such Mortgage Loan or otherwise (including payments pursuant to any Insurance Policy) which in any such case is not a Principal Receipt in respect of such Mortgage Loan or a Third Party Amount, excluding, for the avoidance of doubt, any amounts received in respect of Capitalised Interest and Capitalised Arrears.

Secretarial Services Agreement means the secretarial services agreement entered into between, *inter alios*, the Secretarial Services Provider and the Chargor and dated on the Closing Date pursuant to which the Secretarial Services Provider will provide secretarial services to the Chargor.

Secretarial Services Provider means A&L or such other replacement Secretarial Services Provider appointed pursuant to the Secretarial Services Agreement

Secured Parties means the Security Trustee, the Lender, the Subordinated Loan Provider, the Seller, the Servicer, the Cash Manager, the Swap Provider, the Corporate Services Provider and any Receiver or Delegate.

Securitisation Arrangements Agreement means the letter designated therein as the "Securitisation Arrangements Agreement" between the Obligors and Barclays Capital, the investment banking division of Barclays Bank PLC, dated on the Closing Date.

Security Documents means, as the context requires, any or all of the following

- (a) the Deed of Charge,

- (b) the Deed of Assignment, and
- (c) any other security deeds, supplemental deeds or instrument given as security for the Facility and any part thereof and designated as a "**Security Document**" from time to time by the Chargor and the Security Trustee

Security Trustee's Fee Letter means the letter dated on the Closing Date and made between the Security Trustee, the Guarantor and the Chargor setting out the fees payable to the Security Trustee

Seller means A&L

Servicing Agreement means the mortgage loan administration agreement entered into between the Servicer, the Seller, the Chargor and the Security Trustee and dated on the Closing Date relating to the servicing of the Portfolio.

Servicer means A&L or such other party as may be appointed as Servicer under the Servicing Agreement.

Standard Documentation means the English law-governed standard documentation, a list of which is set out in Appendix 2 to the Mortgage Sale Agreement and copies of which have been initialled on behalf of the parties thereto for the purposes of identification, or any update or replacement therefor as the Seller may from time to time introduce acting in accordance with the standards of a Reasonable, Prudent Mortgage Lender

Sterling or £ means the lawful currency of the United Kingdom of Great Britain and Northern Ireland.

Subordinated Loan Agreement means the subordinated loan agreement entered into between the Subordinated Loan Provider, the Chargor and the Security Trustee and dated on the Closing Date

Subordinated Loan Provider means A&L

Swap Agreement means the ISDA master agreement, schedule, confirmations and credit support annex to be entered into on or before Closing Date between the Chargor and the Swap Provider relating to the Swaps and any other document entered into in connection with the same.

Swap Collateral Account means any account of the Chargor opened pursuant to Clause 3.3 (*Swap Collateral Account*) of the Account Bank Agreement into which collateral required to be paid under the Swap Agreement is to be paid as the same may be renumbered or redesignated by the Account Bank from time to time in accordance with the Account Bank Agreement or such other account which may replace or supersede the same with the Security Trustee's prior written consent.

Swap means each swap documented under the Swap Agreement which enables the Chargor to hedge against the possible variance between the Variable Rate payable on the Variable Rate Loans, the fixed rates of interest payable on the Fixed Rate Loans and the rates of interest payable on the Base Rate Loans and a LIBOR based rate for three-month Sterling deposits

Swap Provider means A&L.

Third Party Amounts includes.

- (a) amounts under a direct debit which are repaid to the bank making the payment if such a bank is unable to recoup that amount itself from the customer's account, or
- (b) payments by Borrowers of any fees and other charges which are due to the Seller (including payments of insurance premiums, if any, due to the Seller in respect of any Seller arranged insurance policy to the extent not paid or payable by the Seller (or to the extent such insurance premiums have been paid by the Seller in respect of any Mortgage Loan, which is not repurchased by the Seller, to reimburse the Seller))

Title Deeds means, in relation to each Mortgage Loan and its Related Security and the Property relating thereto, all conveyancing deeds, land and charge certificates and all other documents which make up the title to the Property and the security for the Mortgage Loan and all searches and enquiries undertaken in connection with the grant by the Borrower of the related Mortgage

Title Insurance Policy means a title insurance policy with First Title Insurance PLC (company registration number 01112603) and referenced HLPP (E&W)8/01, HLPPSCOT8/01 or HLPPNI01/05

Transaction Account means the account in the name of the Chargor (sort code 72-01-00) so named held by the Chargor with the Account Bank into which amounts required to pay the Secured Parties and certain third party expenses shall be credited in accordance with the Cash Management Agreement as the same may be renumbered or redesignated by the Account Bank or such further account which may replace or supersede the same with the Security Trustee's prior written consent.

Transaction Documents means the Finance Documents together with the Corporate Services Agreement, the Secretarial Services Agreement, the LLP Deed and any other document designated as such from time to time by the Chargor and the Lender (or any of them, as the context requires)

Underpayment means a payment made by a Borrower in an amount less than the Monthly Payment then due on the Mortgage Loan being a sum not exceeding the

aggregate of any previous Overpayments.

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

Valuation Report means the valuation report or reports for mortgage purposes, in the form of the pro-forma contained in the Standard Documentation, obtained by the Seller from a Valuer in respect of each Property or a valuation report in respect of a valuation made using a methodology which would be acceptable to a Reasonable, Prudent Mortgage Lender and which has been approved by the relevant officers of the Seller

Valuer means an Associate or Fellow of the Royal Institution of Chartered Surveyors or the Incorporated Society of Valuers and Auctioneers who was at the relevant times either a member of a firm which was on the list of Valuers approved by or on behalf of the Seller from time to time or an Associate or Fellow of the Royal Institute of Chartered Surveyors or the Incorporated Society of Valuers and Auctioneers employed in-house by the Seller acting for the Seller in respect of the valuation of a Property.

Variable Rate means the rate of interest that applies to the Variable Rate Loans in the Portfolio as set, other than in limited circumstances, by the Servicer

Variable Rate Loans means those Mortgage Loans, other than Base Rate Loans, to the extent that and for such period that their Mortgage Conditions provide that they are subject to a rate of interest which may at any time be varied in accordance with the relevant Mortgage Conditions, including those Mortgage Loans where the Mortgage Conditions provide that they are subject to a rate of interest at a specified discount to the Seller's standard variable rate for a specified period of time (and shall, for the avoidance of doubt, exclude Mortgage Loans during the period that they are Fixed Rate Loans)

In the Deed of Charge and in this Form LLP395, any reference to the "**Chargor**", the "**Security Trustee**" or any other person shall be construed so as to include them and any subsequent lawful successors and permitted assigns in accordance with their respective interests and in the case of the Cash Manager, the Servicer and the Security Trustee any person for the time being appointed as Cash Manager, Servicer, Security Trustee or Security Trustees (as applicable) in accordance with the Finance Documents

In the Deed of Charge and in this Form LLP395:

- (a) words denoting the singular number only shall include the plural number also and vice versa,
- (b) words denoting one gender only shall include the other genders,
- (c) words denoting persons only shall include firms and corporations and vice versa,

Chatsworth Securities LLP (the “Chargor”)
LLP Number: OC336486

- (d) references to any agreement or other document (including any of the Transaction Documents) shall be deemed also to refer to such agreement or document as amended, varied, supplemented, restated and/or novated from time to time;
- (e) clause, paragraph and schedule headings are for ease of reference only;
- (f) reference to a statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, amended or re-enacted and shall include any instruments, orders or regulations promulgated thereunder; and
- (g) reference to a time of day shall be construed as a reference to London time (unless otherwise specified)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 401(2) of the Companies Act 1985 as applied to
Limited Liability Partnerships pursuant to Paragraph 4 and
Schedule 2 of the Limited Liability Partnerships Regulations 2000.**

LLP NO. OC336486

CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND
AMENDMENT TO A DEED OF CHARGE DATED 18 APRIL 2008
AND DATED THE 21 MAY 2008 AND CREATED BY
CHATSWORTH SECURITIES LIMITED LIABILITY PARTNERSHIP
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE LIMITED LIABILITY PARTNERSHIP TO THE SECURED
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 AS
APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT
TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED
LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 4 JUNE
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES