

# MG01

## Particulars of a mortgage or charge



155985/£3  
**IRIS**  
LASERFORM

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

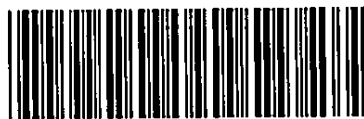
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

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

TUESDAY



A05

\*ALHRIKOT\*

08/06/2010

408

COMPANIES HOUSE

**1**

### Company details

Company number

3 0 6 2 0 6 8

Company name in full

BARNFIELD & HYNDBURN LIMITED (Chargor)

For official use

3

→ **Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

**2**

### Date of creation of charge

Date of creation

d 0 d 2 m 0 m 6 y 2 y 0 y 1 y 0

**3**

### Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture made between the Chargor and National Westminster Bank Plc (Lender) (Deed)

**4**

### Amount secured

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

Amount secured

All monies and liabilities at the date of the Deed or thereafter due, owing or incurred by the Chargor to the Lender whatsoever (including, without limitation, under or pursuant to the Finance Documents (or any of them)), in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Lender, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction (Secured Obligations)

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

#### Continuation page

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

Name NATIONAL WESTMINSTER BANK PLC

Address 1 HARDMAN BOULEVARD

MANCHESTER

Postcode M 3 3 A Q

Name

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged

#### Continuation page

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

Short particulars

1 The Chargor charged

(a) by way of first legal mortgage, all the freehold, leasehold and commonhold property specified in schedule 1 of the Deed, reproduced in this form as schedule 1;

(b) by way of first legal mortgage, all other freehold, leasehold and commonhold property (if any) wherever situated,

(c) (to the extent that they are not the subject of an effective mortgage under clauses 3 1(a) or 3 1(b)) of the Deed, reproduced in this form as paragraphs 1(a) and 1(b), by way of first fixed charge, all other interests in any freehold, leasehold or commonhold property now or hereafter belonging to it,

(d) by way of first fixed charge, all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,

(e) by way of first fixed charge, all the Shares, together with all Related Rights from time to time accruing thereto,

(f) by way of first fixed charge, all Investments, together with all Related Rights from time to time accruing thereto,

(g) by way of first fixed charge, all rights and interests of the Chargor in and claims under all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of, the Chargor or in which the Chargor is otherwise interested,

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Adelle Shaw Goddard LLP X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name CAROLINE GRAY

Company name Addleshaw Goddard LLP

Address 100 BARBIROLI SQUARE

Post town MANCHESTER

County/Region

Postcode M 2 3 A B

Country

DX 14301 Manchester

Telephone 0161 934 6000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

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

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(h) all monies from time to time standing to the credit of each Blocked Account,</p> <p>(i) by way of first fixed charge, all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together <b>Debts</b>) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);</p> <p>(j) by way of first fixed charge all monies from time to time standing to the credit of each account of the Chargor with any bank, building society, financial institution or other person, other than any Blocked Account (each a <b>Charged Account</b>),</p> <p>(k) by way of first fixed charge, the benefit of all licences, consents, agreements and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets,</p> <p>(l) by way of first fixed charge, all of its rights under any Hedging Agreement,</p> <p>(m) (to the extent they are not subject to an effective assignment under clause 3 5 of this Deed, reproduced in this form as paragraph 3) by way of first fixed charge, all its rights under each Occupational Lease and each Relevant Agreement,</p> <p>(n) by way of first fixed charge, any beneficial interest, claim or entitlement of the Chargor in any pension fund;</p> <p>(o) by way of first fixed charge, the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property specified in any other subparagraph in clause 3 1 of the Deed, reproduced as paragraph 1 in this form, and the right to recover and receive all compensation which may be payable to it in respect of them,</p> <p>(p) by way of first fixed charge, all of its rights under any agreement relating to any purchase of the Mortgaged Property by the Chargor,</p> <p>(q) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets,</p> <p>(r) by way of first fixed charge, all its Intellectual Property, and</p> <p>(s) by way of first fixed charge, all the goodwill and uncalled capital of the Chargor</p> <p>2 The Chargor hereby charged by way of first floating charge all its assets and undertaking whatsoever and wheresoever both at the date of the Deed and in the future not effectively mortgaged or charged by way of</p>

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### Particulars of a mortgage or charge

6

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

Please give the short particulars of the property mortgaged or charged

Short particulars

first fixed mortgage or charge pursuant to the provisions of clause 3 1 of the Deed, reproduced in this form as paragraph 1, or assigned pursuant to the provisions of clause 3 5 of the Deed, reproduced in this form as paragraph 3

3

(a) The Chargor hereby assigned

(1) all its right title and interest in and to Rental Income,

(11) all its rights in respect of any guarantee of Rental Income contained in, or relating to, any Occupational Lease, and

(111)

(A) the benefit of the Relevant Agreements together with the benefit of all sums recovered in any proceedings in connection with any Relevant Agreement,

(B) the benefit of all rights and claims to which it is now or may in the future become entitled under all other present and future building contracts relating to the Mortgaged Property and all guarantees, warranties and representations given or made by, and any rights and remedies against, all or any building contractors at any time engaged in relation to the Mortgaged Property, together with the benefit of all sums recovered in any proceedings against all or any such persons, and

(C) the benefit of all other appointments, contracts, guarantees, representations, warranties and undertakings given or made by, and any rights or remedies against, all or any professional advisers now or at any time engaged in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items at the date of the Deed or from time to time in or on the buildings erected or to be erected on the Mortgaged Property and any other person at the date of the Deed or from time to time under contract with it or under a duty to it (including, without limitation, direct warranties between it and any sub-contractor and the benefit of any performance bond or a bond of any other form or content and/or any parent Chargor guarantee or guarantees) together with the benefit of all sums recovered in any proceedings against all or any such persons

In this form the following terms have the following meaning

**Agreement for Lease** means an agreement to grant an Occupational Lease of all or part of the Property

**Architect** means:

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(a) in relation to Phase 1, Craven Design Partnership Limited and</p> <p>(b) in relation to Phase 2, Smith Smalley Architects Limited</p> <p>and any additional or substitute architect acceptable to the Lender and appointed by the Chargor or the Contractor</p> <p><b>Blocked Account</b> means</p> <p>(a) the Proceeds Account or</p> <p>(b) any other bank account designated as a Blocked Account by the Chargor and the Lender</p> <p><b>Building Contract</b> means the contracts in agreed form between the Chargor and the Contractor for the Development Works</p> <p><b>CDM Co-ordinator</b> means in respect of Phases 1 and 2 RJD Associates (North West) Limited and any additional or substitute CDM Co-ordinator acceptable to the Lender and appointed by the Chargor or the Contractor</p> <p><b>Charged Property</b> means all the assets, property, goodwill and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Lender pursuant to the terms of the Deed</p> <p><b>Consultant</b> means</p> <p>(a) each Architect</p> <p>(b) each CDM Co-ordinator</p> <p>(c) each Quantity Surveyor</p> <p>(d) each Mechanical Subcontractor</p> <p>(e) each Electrical Subcontractor</p> <p>(f) each Structural Engineer</p> <p>(g) each other consultant or advisor approved by the Lender and appointed or engaged by the Chargor or the Contractor on agreed terms in connection with the Development Works</p> <p><b>Consultant's Appointment</b> means the agreement in agreed terms for the appointment by the Chargor or a Contractor of a Consultant</p> <p><b>Contract Administrator</b> means Craven Design Partnership Limited and any additional or substitute contract administrator or employer's agent</p>

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**Particulars of a mortgage or charge**

**6**

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

Please give the short particulars of the property mortgaged or charged

Short particulars

appointed by the Chargor

**Contractor** means Barnfield Construction Limited and any additional or substitute building contractor acceptable to the Lender and appointed by the Chargor

**Cost Overrun Guarantee** means the cost overrun and interest shortfall guarantee in agreed form executed or to be executed by Barnfield Contractors (UK) Limited in favour of the Lender

**Development Documents** means

- (a) each Building Contract
- (b) each Consultant's Appointment
- (c) each other document designated as a Development Document by the Lender and the Chargor

**Development Property** means the property at Union Court, Alan Ramsbottom Way, Great Harwood, Blackburn, registered at the Land Registry with title number LAN11414

**Development Works** means the development of

- (a) 28,000 square foot industrial space at the Development Property (Phase 1) and
- (b) 35,000 square foot industrial space in relation to the Metflex site at the Development Property (Phase 2)

in each case, at the Development Property and in accordance with the Development Documents and the Specifications

**Duty of Care Agreement** means any duty of care agreement entered into, or to be entered into, between the Chargor, the Lender and a Managing Agent, in relation to a Management Agreement

**Electrical Subcontractor** means PH Electrical Limited and any additional or substitute Electrical Subcontractor acceptable to the Lender and appointed by the Chargor or the Contractor

**Existing Guarantee** means the guarantee dated 21 February 2008 and executed by Barnfield Construction Limited in favour of the Lender in respect of the obligations of the Chargor

**Existing Security Documents** means:

- (a) a legal mortgage dated 25 May 2000 granted by the Chargor in favour



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>of the Lender in respect of Norden Court and</p> <p>(b) a legal mortgage dated 24 November 2004 granted by the Chargor in favour of the Lender in respect of the property at Alan Ramsbottom Way, Great Harwood</p> <p><b>Facility Agreement</b> means the facility agreement dated 2 June 2010 and made between the Chargor and The Royal Bank of Scotland plc as agent for National Westminster Bank plc</p> <p><b>Finance Document</b> means any of the Facility Agreement, the Step-in Deed, each Security Document, the New Guarantees, the Existing Guarantee, any Utilisation Request, any Duty of Care Agreement and any other document designated as a Finance Document by the Lender and the Chargor</p> <p><b>Hedging Agreement</b> means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Chargor and the Lender for the purpose of hedging risk</p> <p><b>Intellectual Property</b> means know how, patents, trade marks, service marks, designs, business names, copyrights, confidential information, computer software and all other intellectual property rights and any interest (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same)</p> <p><b>Investment</b> means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee</p> <p><b>Lease Document</b> means an Agreement for Lease, an Occupational Lease and any other document designated as such by the Chargor and the Lender</p> <p><b>Limited Guarantee</b> means the guarantee (limited to £2,000,000) in agreed form executed or to be executed by Barnfield Contractors (UK) Limited in favour of the Lender</p> <p><b>Management Agreement</b> means any facilities management agreement entered into following the date of Practical Completion between the Chargor and a Managing Agent relating to the provision of management and/or other services at the Property (or any part of it) for the Chargor</p> <p><b>Managing Agent</b> means any managing agent of any part of the Property as may</p>	

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

be approved by the Lender from time to time

**Mechanical Subcontractor** means Roger Whalley Limited and any additional or substitute Mechanical Subcontractor acceptable to the Lender and appointed by the Chargor or the Contractor

**Mortgaged Property** means all freehold, leasehold or commonhold property from time to time owned by the Chargor or in which the Chargor is otherwise interested, including without limitation, the property described in schedule 1 to this form

**New Guarantees** means the Limited Guarantee and the Cost Overrun Guarantee

**Norden Court Property** means the property at Norden Court, registered at the Land Registry with title number LAN847121

**Occupational Lease** means any occupational lease or licence to which a Property (or any part of a Property) is subject

**Option Agreement** means the option agreement in relation to Phase 1 dated 21 April 2010 and made between the Chargor, Metflex Precision Mouldings Limited and the Lender

**Phase** means Phase 1 or Phase 2

**Phase 1** has the meaning given to it in the definition of Development Works

**Phase 2** has the meaning given to it in the definition of Development Works

**Practical Completion** means the date confirmed by Contract Administrator (and approved by the Lender) as the date that the certificate of practical completion (or the equivalent evidence of practical completion of works) in each Phase has been properly issued in accordance with the terms of the Building Contract

**Pre-Let Agreement** means the agreement for lease in relation to Phase 1 dated 21 April 2010 and made between the Chargor, Metflex Precision Mouldings Limited and Metflex Holding Company Limited

**Proceeds Account** means an account of the Chargor designated "Proceeds Account" opened or to be opened by the Chargor with the Lender and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement

**Property** means the Development Property or the Norden Court Property

**Quantity Surveyor** means Neil Shepherd of Barnfield Construction Limited and any additional or substitute quantity surveyor acceptable to the

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Lender and appointed by the Chargor or the Contractor

**Related Rights** means, in relation to any Investment and Shares, all dividends, distributions and other income paid or payable on the relevant Investments or Shares (as the case may be) together with all shares or other property derived from the relevant Investments or Shares (as the case may be) together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investments or Shares (whether by way of conversion, redemption, bonus preference, option or otherwise)

**Relevant Agreements** means the documents listed in schedule 2 to this form and any other Transaction Document to which the Chargor is a party from time to time

**Rental Income** means in respect of any period, the aggregate of all amounts paid, payable or (in the case of any future period) projected to be payable to or for the benefit of the Chargor or (to the extent the Managing Agent is managing the Properties in accordance with the terms of the Facility Agreement) the Managing Agent under any Occupational Lease or otherwise in respect of or arising out of the letting, use or occupation of all, any or any part of a Property including (without limitation)

- (a) rents, licence fees and equivalent sums reserved or made payable
- (b) sums received from any deposit held as security for performance of any tenant's obligations
- (c) a sum equal to any apportionment of rent in favour of the Chargor
- (d) proceeds of insurance in respect of loss of rent or interest on rent
- (e) any monies in respect of any fixture and fitting on a Property including any fixture and fitting on a Property for display, advertisement, on licence or otherwise
- (f) any sum or the value of any consideration given for the grant, or variation of any letting or occupancy
- (g) any amount payable to the Chargor by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for a Property
- (h) any amount payable to the Chargor for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach
- (i) any profits of a revenue nature awarded or agreed to be payable to

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

the Chargor as a result of any proceedings taken or claims made

(j) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition

(k) any contribution by an occupational tenant to a sinking fund or to ground rent due under any Occupational Lease

(l) any interest, damages, compensation or settlement in respect of any of the items referred to above and

(m) any VAT on any sum mentioned in this definition

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

**Security Documents** means

(a) the Existing Security Documents

(b) this Deed

(c) any other document entered into by any person creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Chargor under any of the Finance Documents

**Shares** means all shares owned by the Chargor in its Subsidiaries from time to time

**Specifications** mean the drawings, plans, bills of quantities and other specifications for the Development Works in agreed form

**Step-in Deed** means the step-in deed in agreed form to be executed by the Chargor, Metflex Precision Mouldings Limited, Metflex Holding Company Limited and the Lender

**Structural Engineer** means in respect of Phases 1 and 2 Paul Waite Associates Limited and any additional or substitute structural engineer acceptable to the Lender and appointed by the Chargor or the Contractor

**Subordinated Creditor** means

(a) Barnfield Contractors (UK) Limited (registered in England with number 4128638) or

(b) the Council of the Borough of Hyndburn

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**Subordinated Loan** means any outstanding loan made by a Subordinated Creditor to the Chargor

**Subsidiary** means a subsidiary undertaking within the meaning of section 1162 of the CA 2006

**Transaction Documents** means:

- (a) the Finance Documents
- (b) the Pre-Let Agreement
- (c) the Option Agreement
- (d) each document evidencing or under which a Subordinated Loan is made available
- (e) each Development Document
- (f) each Lease Document and
- (g) each other document designated as a Transaction Document by the Lender and the Chargor

**Utilisation Request** means a notice substantially in the form set out in schedule 2 (Utilisation Request) to the Facility Agreement

**VAT** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

**Schedule 1**

**Details of Property**

Left blank in the Deed

**Schedule 2**

**The Relevant Agreements**

- 1 The Building Contract
- 2 Any Consultant's Appointment to which the Chargor is a party
- 3 Any Management Agreement.

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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	Please give the short particulars of the property mortgaged or charged
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Short particulars

- |   |                       |
|---|-----------------------|
| 4 | The Pre-Let Agreement |
| 5 | The Option Agreement  |



**FILE COPY**

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

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

**COMPANY NO. 3062068**

**CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 JUNE 2010  
AND CREATED BY BARNFIELD & HYNDBURN LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 8 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2010



*Companies House*  
— for the record —

*JP*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES