

M

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

2

06623768

Name of company

* ONEDIN (NOMINEES) LIMITED (the "Chargor")

Date of creation of the charge

31 MARCH 2009

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

Security Agreement PSP A Loan notes (the "Security Agreement")

Amount secured by the mortgage or charge

The Secured Liabilities (as defined in the attached appendix)

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

LANGTREE NORTHEAST LIMITED ("PSP"), (company number 06842604) whose
registered office is at Centrix House, Crow Lane East, Newton-Le-Willows

Postcode WA12 9UY

Presentor's name address and
reference (if any):

Eversheds LLP
Eversheds House, 70 Great
Bridgewater Street,
Manchester
M1 5ES

sullivkz/063983.000179

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

WEDNESDAY



A25

A69008UF

08/04/2009

COMPANIES HOUSE

198

Short particulars of all the property mortgaged or charged

Please see the attached appendix

Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Evershed & Rup

Date

07 April 2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

*† delete as
appropriate*

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 No. 398 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 company 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 prescribed 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**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

ONEDIN (NOMINEES) LIMITED

(Company No. 06623768)

Security Agreement PSP A Loan Notes

Form 395

APPENDIX

1. Short particulars of all the property mortgaged or charged

- 1.1 Pursuant to the terms of the Security Agreement, as continuing security for the payment and discharge of the Secured Liabilities, the Chargor charges all its rights, title and interest from time to time in each of the following assets in favour of PSP:

1.1.1 by way of a first legal mortgage:

- (a) all property specified in Schedule 1 (*Real Property*) of the Security Agreement (as described in Schedule 1 to this Form 395 (*Real Property*)); and
- (b) all estates or interests in any freehold or leasehold property (except any Security Assets specified in Clause 2.1.1(a) of the Security Agreement (as described in paragraph 1.1.1 (a) above), vested in the Chargor at the date of the Security Agreement or thereafter;

1.1.2 by way of a first fixed charge:-

- (a) (to the extent that they are not the subject of an effective mortgage under Clause 2.1.1 of the Security Agreement, as described in paragraph 1.1.1 above) all estates or interests in any freehold or leasehold property vested in the Chargor as at the date of the Security Agreement or thereafter;
- (b) all plant, machinery or equipment owned by the Chargor and its interest in any plant or machinery in its possession;
- (c) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
- (d) (to the extent they are not subject to an effective assignment as set out in Clause 2.2 of the Security Agreement (*Assignment*) (and as described in paragraph 1.2 below)) all its rights under each Occupational Lease;
- (e) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other subparagraph in Clause 2.1.2 of the Security Agreement (as described in this paragraph 1.1.2) and the right to recover and receive all compensation which may be payable to it in respect of them;

- (f) so far as permitted under the relevant document, its rights under the appointment of any managing agent of the Mortgaged Property;
- (g) so far as permitted under the relevant document, its rights under any agreement relating to the purchase of the Mortgaged Property by the Chargor; and
- (h) all Shares held by it and any Related Rights.

1.2 Assignment

Pursuant to the terms of the Security Agreement, the Chargor, as continuing security for the payment and discharge of all the Secured Liabilities, assigns and agrees to assign absolutely to PSP by way of security:-

- 1.2.1 all its rights, title and interest from time to time in and to all Rental Income;
- 1.2.2 all its rights, title and interest from time to time in and to any guarantee of Rental Income contained in or relating to any Occupational Lease;
- 1.2.3 all its rights, title and interest from time to time in and to each Rent Account and to the debts represented by the sums standing to the credit of each such Rent Account; and
- 1.2.4 all its rights, title and interest from time to time in and to each Policy and the proceeds of each such Policy,

together with all Related Rights in respect of such Security Assets provided that the Chargor is entitled until an Event of Default to exercise all rights assigned under Clause 2.2 of the Security Agreement (*Assignments*) (as described in this paragraph 1.2) (subject to the terms of the Finance Documents) and the PSP will reassign any such rights to the extent necessary to enable the Chargor to do so.

1.3 Trust

Pursuant to the terms of this Security Agreement, if or to the extent that for any reason the assignment or charging of any Security Assets is prohibited, the Chargor shall hold it on trust for the PSP.

1.4 Miscellaneous

A reference in the Security Agreement (and this Appendix) to a charge or mortgage of any freehold or leasehold property includes:-

- 1.4.1 all buildings and Fixtures on that property;
- 1.4.2 the proceeds of sale of any part of that property; and
- 1.4.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

1.5 Floating Charge

Pursuant to the terms of this Security Agreement, the Chargor, as a continuing security for the payment and discharge of all of the Secured Liabilities, charged in favour of PSP by way of a first floating charge all its undertaking and all its property assets and rights, whatsoever and wheresoever both at the date of the Security Agreement and thereafter not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by Clause 2 (*Fixed Security*) of the Security Agreement (as described in paragraphs 1.1 to 1.4 above).

1.6 Conversion: by notice

1.6.1 Pursuant to the terms of the Security Agreement, without prejudice to the security constituted or intended to be constituted by the Security Agreement (and subject to the provisions of paragraph 43 of Schedule A1 of the Insolvency Act 1986), PSP may by notice to the Chargor convert the floating charge created by the Security Agreement with immediate effect into a fixed charge as regards all or any of the Chargor's assets specified in the notice if:

- (a) an Event of Default is outstanding unremedied and unwaived; or
- (b) PSP considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
- (c) PSP considers that it is necessary in order to protect the priority of the Security Interests created by or pursuant to the Security Agreement.

1.6.2 PSP may by notice to the Chargor reconvert any charge over any assets specified in a notice under Clause 3.2 of the Security Agreement (and described in this paragraph 1.6) into a floating charge.

1.7 Conversion: Automatic

1.7.1 The floating charge created by Clause 3 (*Floating Charge*) of the Security Agreement (as described in paragraphs 1.5 to 1.7 of this Appendix) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the Security Assets subject to the floating charge if:

- (a) the Chargor creates or attempts to create any Security Interest (other than as permitted pursuant to the terms of the Finance Documents) over any of the Security Assets; or
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Security Assets; or
- (c) 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 if such person is appointed.

1.8 Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3.1 (*Creation of Floating Charge*) of the Security Agreement (as described in paragraph 1.5 above).

2. RESTRICTIONS ON DEALING

2.1 Pursuant to the terms of the Security Agreement, the Chargor shall not at any time during the Security Period without the prior consent of PSP:-

2.1.1 create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Security Agreement or otherwise created in favour of PSP or any Security Interest permitted under the terms of the Finance Documents; or

2.1.2 sell, transfer, assign, grant, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of (whether outright, by a sale and repurchase or sale and leaseback arranged or otherwise) or grant any rights whether of pre-emption or otherwise over any Security Asset or permit or enter into any agreement to permit the same to occur provided that until the floating charge created by Clause 3 (*Floating Charge*) of the Security Agreement (as described in paragraph 1.5 to 1.8 above) is converted into a fixed charge, or the occurrence of an Event of Default, the Chargor may hold, enjoy and deal with any asset charged by the Security Agreement by way of floating charge only,

such consent being delegated under the Delegation.

3. FURTHER ASSURANCES

3.1 Pursuant to the terms of the Security Agreement, the Chargor shall, at its own expense, take whatever action PSP or a Receiver may, in the case of Clause 14.1.1 of the Security Agreement (as described in paragraph 3.1.1 below) only, reasonably require for:

3.1.1 creating, perfecting, protecting or maintaining the security intended to be created by the Security Agreement over any Security Asset;

3.1.2 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by PSP or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to PSP or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, PSP may think expedient.

4. CONTINUING SECURITY

- 4.1 The security constituted by the Security Agreement is continuing and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Definitions used in Form M395 and this Appendix

| | |
|--|---|
| "Deed of Subordination" | means the deed of subordination and priority dated on or around the date of the Security Agreement between Onedin General Partner Limited in its capacity as general partner of the Onedin Limited Partnership (1), the Chargor and Onedin General Partner Limited (2), PSP (3) and One NorthEast (4) |
| "Delegation" | means the power of attorney granted to the general partner of the Onedin Limited Partnership to give the consents and execute the documents of release required under the Security Agreement |
| "Event of Default" | has the meaning given to it in the PSP A Loan Notes |
| "Finance Documents" | means (in each case as amended or supplemented from time to time): <ul style="list-style-type: none">(a) the PSP A Loan Note Instrument;(b) the PSP A Loan Notes;(c) the Deed of Subordination;(d) any other documents entered into from time to time regulating the relationship of debt between the Chargor and the PSP; and(e) the Limited Partnership Agreement |
| "Fixtures" | means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property |
| "Insurances" | means all contracts and policies of insurance or assurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest |
| "Limited Partnership Agreement" | means an agreement dated on or around the date of the Security Agreement between Onedin General Partner Limited (1) One NorthEast (2) and PSP (3) establishing the Onedin Limited Partnership |
| "Mortgaged Property" | means any freehold or leasehold property the subject of the security created by the Security Agreement |

| | |
|---|--|
| "Occupational Lease" | means any occupational lease or licence or other right of occupation to which the Mortgaged Property may be subject from time to time |
| "Onedin General Partner Limited" | means Onedin General Partner Limited (company registration number 6576312) whose registered office is at 1 Park Row, Leeds LS1 5AB |
| "Onedin Limited Partnership" | means a limited partnership established under number LP13418 and whose registered office is at Cavendish House, Teesdale Business Park, Stockton-on-Tees, Tees Valley, TS17 6QY (the "Partnership") acting by its general partner, Onedin General Partner Limited |
| "Policy" | means each policy of insurance in which the Chargor has any interest |
| "PSP" | means Langtree North East Limited, (company number 06842604) whose registered address is at Centrix House, Crow Lane East, Newton Le Willows WA12 9UY |
| "PSP A Loan Note Instrument" | means the instrument under which the PSP A Loan Notes were issued by Onedin General Partner Limited as general partner of the Onedin Limited Partnership (as amended, varied or supplemented from time to time) |
| "PSP A Loan Notes" | means the loan notes constituted by the PSP A Loan Note Instrument |
| "Receiver" | means a receiver and manager or (if PSP so specifies in the relevant appointment) a receiver, in either case, appointed under the Security Agreement |
| "Related Rights" | means any dividend or interest paid or payable in relation to any Share and any rights, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise |
| "Rent Account" | means each account of the Chargor to which Rental Income is credited |
| "Rental Income" | <p>means the aggregate of all amounts payable to or for the account of the Chargor or for the benefit of the Chargor in connection with the letting of all or any part of the Mortgaged Property, including (but not limited to) each of the following amounts:-</p> <ul style="list-style-type: none">(a) rent (and any amount equal to rent) payable;(b) any increase of rent payable by virtue of an offer falling within the proviso of Section |

3(1) of the Landlord and Tenant Act 1927;

- (c) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954;
- (d) any sum received from any deposit held as security for performance of any tenant's obligations;
- (e) any other monies payable in respect of occupation and/or usage of the Mortgaged Property and every fixture and fitting in the Mortgaged Property and any fixture on the Mortgaged Property for display or advertisement, on licence or otherwise;
- (f) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (g) any damages, compensation, settlement or expenses for or representing loss of rent or interest on rent awarded or agreed to be payable as a result of any proceedings taken or claim made for the same less any fees and expenses paid (which have not been reimbursed to, and are not recoverable by, the Chargor) in furtherance of the proceedings or claim;
- (h) any monies payable under any policy of insurance in respect of loss of rent or interest on rent;
- (i) any sum payable, or the value of any consideration to be given, by or on behalf of a tenant for the surrender or variation of any Occupational Lease;
- (j) any sum payable by any guarantor of any occupational tenant under any Occupational Lease; and
- (k) any interest payable on and, any damages, compensation or settlement payable in respect of, any sum referred to above

"Secured Liabilities"

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to PSP under the PSP A Loan Note Instrument or otherwise

| | |
|----------------------------|--|
| "Security Assets" | means all assets of the Chargor which are, or purport to be, the subject of any security created or intended to be created by the Security Agreement |
| "Security Interest" | means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security |
| "Security Period" | means the period beginning on the date of the Security Agreement and ending on the date on which PSP is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full |
| "Shares" | means the Chargor's interests in any share in the share capital of any entity |

Construction

In this form and appendices the following applies:

1. The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of the Mortgaged Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
2. Each mortgage, charge and assignment created under this Deed is made by the Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
3. If PSP considers that an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the person that paid that amount or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
4. All obligations, covenants, representations and warranties on the part of two or more persons are entered into, given or made by such persons jointly and severally.

SCHEDULE 1

REAL PROPERTY

| 1 | 2 | 3 | 4 | 5 |
|-----------|---------------|---------------------|---|--|
| Reference | Address | Town | Title Number | Description |
| 1 BT26 | Newburn Haugh | Newcastle Upon Tyne | TY270459 | Freehold land at Newburn Industrial Estate, Newburn |
| | | | TY315490 | Freehold land at Shelley Road, Newburn Industrial Estate, Newburn |
| | | | TY315503 | Freehold land on the south side of Leamington Road, Newburn Industrial Estate, Newburn |
| | | | TY209099 | Rentcharge |
| | | | TY129323 | Rentcharge |
| | | | TY257840 | Rentcharge |
| | | | TY223462 | Rentcharge |
| | | | TY424493 | Rentcharge |
| | | | TY137047 | Cauton |
| | | | Rent charge deed dated 7 March 2007 between (1) the Company and (2) Namulas Pension Trustees Limited | |
| | | | Conveyance dated 14 May 1965 between (1) The Board of Trade (2) The Industrial Estates Management Corporation for England and (3) John Needham Smith | |
| | | | Conveyance dated 1 November 1960 between (1) The Board of Trade (2) The Industrial Estates Management Corporation for England and (3) Aveling Barford Limited | |
| | | | Rent charge deed dated 2 August 2006 between (1) the Company and (2) Milligan Property Limited | |
| | | | Rent charge deed dated 7 March 2007 between (1) the Company and (2) Namulas Pension Trustees Limited | |
| | | | Conveyance dated 17 October 1963 between (1) The Board of Trade (2) The Industrial Estates Management Corporation for England and (3) James Henderson | |
| | | | Rent charge deed dated 20 March 2006 between (1) the Company and (2) J R Henderson (Transport & Storage) Limited | |
| | | | Conveyance dated 18 November 1964 between (1) The Board of Trade (2) The Industrial Estates Management Corporation for England and (3) James Ross & Son (Newcastle) Limited | |

| 1 | 2 | 3 | 4 | 5 |
|-----------|-------------|--------------------|--|--|
| Reference | Address | Town | Title Number | Description |
| 2 BT70 | Meadowfield | Durham | DU165326 | Freehold land at Meadowfield Industrial Estate, Meadowfield |
| | | | DU184367 | Freehold land lying to the North East side of Browney Lane, Meadowfield Industrial Estate, Meadowfield |
| | | | DU182474 | Perpetual Yearly Rentcharges in respect of Units BT70/16, BT70/5, BT70/6, BT70/4 A-D, BT70/2, BT70/1, BT70/20, BT70/19, BT70/24, BT70/30 and land on the west side of Littleburn Road, Meadowfield Industrial Estate, Meadowfield. |
| | | | DU172231 | Rentcharge |
| | | | Rent charge deed dated 22 September 2005 between (1) the Company and (2) Oxford Geotechnica International (UK) Limited | |
| | | | Rent charge deed dated 31 March 2006 between (1) the Company and (2) County Council of Durham | |
| | | | Rent charge deed dated 13 February 2006 between (1) the Company and (2) Whitfields Building Services Limited | |
| | | | Rent charge dated 24 June 2008 between (1) the Company and (2) CLS Dual Fuel Limited | |
| | | | Rent charge dated 24 June 2008 between (1) the Company and (2) Sean Bowen and Philip Lonsdale | |
| | | | Rent charge dated 21 January 2009 between (1) the Company and (2) B&K Developments Limited | |
| | | | Rent charge deed dated 27 February 2009 between (1) the Company and (2) Elvet Structures Limited | |
| 3 DC71 | Tweedmouth | Berwick on Tweed | ND70063 | Land at Tweedmouth Industrial Estate, Berwick Upon Tweed. |
| 4 BT74 | Bridge End | Hexham | ND84881 | Freehold land at Bridge End Industrial Estate, Hexham |
| 5 BT87 | Sedgeleth | Houghton Le Spring | TY256387 | Freehold land at Sedgeleth Industrial Estate Houghton le Spring |
| 6 BT101 | Villa Real | Consett | DU173745 DU204314 DU183876 | Freehold land on the West of Werdohl Way, Villa Real, Consett |
| 7 BT109 | Cowpen Lane | Billingham | CE36791 | Freehold land at Cowpen Lane Industrial Estate, Billingham |

| 1 | 2 | 3 | 4 | 5 |
|-----------|-------------------------------|------------------------|--|---|
| Reference | Address | Town | Title Number | Description |
| 8 EP2010 | Newburn Riverside | Newcastle Upon Tyne | TY349131 (part) | Freehold land being the former Stella North Power Station, Newcastle Upon Tyne, registered with title absolute. |
| | | | TY306509 (whole) | Freehold land lying to the south of Scotswood Road Newcastle Upon Tyne, registered with possessory title |
| 9 EP3007 | Kirkleatham | Redcar | CE128813 | Freehold land at Kirkleatham Lane, Redcar |
| 11 EP3810 | Heart of the Park | Newton Aycliffe | DU296659 (part) | Freehold land being land on the south side of Durham Way Newton Aycliffe Industrial Estate |
| | | | DU109732 (part) | Freehold land being land and buildings on the east side of Carlbury Road Newton Aycliffe |
| 12 EP3813 | Simonside | Jarrow | TY247331 | Freehold land on the South West side of Jarrow Road, Jarrow |
| 13 EP3814 | West Hartford | Cramlington | ND110695 | Freehold land at West Hartford, Cramlington |
| 14 EP3819 | East Quayside | Newcastle upon Tyne | Part of TY341701 and part of TY407338 | Land at East Quayside/land at the south side of St Ann Street, Newcastle-upon-Tyne, known as "Imperial Quay" |
| 16 EP3830 | Queens Meadow | Hartlepool | CE165487 | Freehold land lying to the South of Stockton Road, Hartlepool |
| | | | CE150065 | Freehold land and buildings on the South side of Stockton Road, Hartlepool |
| 18 NE3843 | ETOL | Wilton | CE169990 | Freehold land at Wilton International Wilton Redcar |
| 19 NE3844 | Ashwood Business Park | Ashington | ND135418 (part) | Freehold land at North Seaton Industrial Estate, Ashington |
| 20 NE3849 | Oakesway Industrial Estate | Hartlepool | CE145515 (whole) | Freehold land on the East side of Skerne Road, Hartlepool |
| | | | CE120444 (part) | Freehold land at Oakesway Industrial Estate |
| | | | CE137956 (whole) | Freehold land on the East side of Skerne Road, Hartlepool |
| | | | CE145514 | Freehold land on the East side of Skerne Road, Hartlepool |

| 1 | 2 | 3 | 4 | 5 |
|-----------|------------------|----------------|--------------------------------|--|
| Reference | Address | Town | Title Number | Description |
| 23 NE3853 | Wansbeck | Ashington | ND81107(part) | Freehold Land lying on the North side Rotary Park Way, Ashington |
| 24 NE3854 | Nelson Park | Cramlington | ND116827 | Freehold land on the South side of Nelson Way, Nelson Industrial Estate, Cramlington |
| | | | ND76592 | Freehold land on the South side of Nelson Way, Nelson Industrial Estate, Cramlington |
| 25 NE3855 | Greencroft | Annfield Plain | DU177106 | Freehold land and buildings at Greencroft Industrial Estate Annfield Plain |
| 26 NE3856 | North Sunderland | Seahouses | ND85712 | Freehold land lying to the East of Broad Road, North Sunderland |
| 27 NE3857 | Belasis Hall | Billingham | CE94720, CE144567 and CE114433 | Freehold land to the East of Manor Way, Belasis Hall Technology Park, Billingham |
| 28 NE3858 | All Saints | Shildon | DU148408 | Freehold land at the All Saints Industrial Estate, Shildon |



FILE COPY

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

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 6623768
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT PSP A
LOAN NOTES DATED 31 MARCH 2009 AND CREATED BY
ONEDIN (NOMINEES) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE CHARGOR TO LANGTREE
NORTHEAST LIMITED (PSP) 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 ON THE 8 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 APRIL 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES