

MG01

Particulars of a mortgage or charge

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LYROHEPI

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05/11/2009

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COMPANIES HOUSE

THURSDAY

A fee is payable with this form.

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

Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

✗ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details

Company number 0 4 4 9 3 7 9 1

Company name in full Glens of Foudland Wind Farm Limited (the "Chargor")

1 For official use

→ **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 0 2 / 1 1 / 2 0 0 9

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 Assignment in Security (the "Assignment in Security") dated 27 October 2009 between the
Chargor and Lloyds TSB Bank plc (the "Security Trustee"), as security trustee for the benefit of the
Secured Creditors and intimated on 30 October 2009 and 2 November 2009.

4 Amount secured

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

Amount secured The "Liabilities", which is defined in the Assignment in Security as
meaning all present and future moneys, debts and liabilities due,
owing or incurred by (i) the Chargor to the Offtaker and the Security
Trustee under or in connection with any Offtaker Document to which
it is a party, and (ii) any Obligor to the Finance Parties under or in
connection with any Finance Document, (in each case, whether alone
or jointly, or jointly and severally, with any other person, whether
actually or contingently and whether as principal, surety or otherwise)
together with any related Additional Debt.

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	Lloyds TSB Bank plc
Address	25 Gresham Street, London
Postcode	E C 2 V 7 H N
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	<p>To the extent that any right, title and interest of the Chargor in and to the assets listed below is not assigned pursuant to the Senior Assignment in Security, the Chargor as continuing security (subject only to the security granted by the Chargor pursuant to the Senior Assignment in Security) for the payment and discharge of all Liabilities present and future:</p> <ol style="list-style-type: none">1. assigned to the Security Trustee as trustee for the Secured Creditors its whole, right, title, interest and benefit in and to the Contracts and all Rights of the Chargor arising in relation thereto; and2. assigned to the Security Trustee as trustee for the Secured Creditors its whole right, title, interest and benefit in and to the retrocession of the Contracts pursuant to the Senior Assignment in Security including, without limitation, pursuant to clause 9.1 (<i>Discharge and Avoidance of Payments</i>) of the Senior Assignment in Security. <p>See attached continuation pages for defined terms.</p>
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Particulars of a mortgage or charge

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,

Commission allowance or discount	None
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None

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).

Please sign the form here.

Signature _____

X Literature UP

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 Paul Doe / Rachel Morse

Company name Linklaters LLP

Address One Silk Street

Please return
via
CH London Couriers

Post town London

County/Region United Kingdom

Postcode E C 2 Y 8 H Q

Country

DX 10 LONDON/CHANCERY

Telephone 020 7456 2000



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 mortgage 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<div style="text-align: right;">Continuation page (1)</div> <p>Company name: Glens of Foudland Wind Farm Limited Registered number: 04493791</p> <p>Note (1): In this Form, except to the extent that the context requires otherwise:</p> <p>"Acceptable Collateral" has the meaning given to that term by the Accounts Agreement.</p> <p>"Acceptable Collateral Loan Agreement" has the meaning given to that term by the Security Trust and Intercreditor Deed.</p> <p>"Account Bank" means Lloyds TSB Bank Plc, or any account bank replacing it in accordance with the Accounts Agreement.</p> <p>"Accounts Agreement" means the accounts agreement dated on or about the date of the Loan Facility Agreement between the Obligors, Lloyds TSB Bank Plc as Agent, Account Bank, Issuing Bank and Security Trustee together with any related bank mandates, fee letters or safekeeping agreements agreed between an Obligor and the Account Bank.</p> <p>"Additional Debt" means, in relation to any Debt, any money, debt or liability due, owing or incurred under or in connection with:</p> <ul style="list-style-type: none"> (a) any refinancing, novation, deferral or extension of that Debt; (b) any further advance which may be made under any document, agreement or instrument supplemental to any document, agreement or instrument relating to that Debt together with any related interest, fees and costs; (c) any claim for damages or restitution in the event of rescission of that Debt or otherwise in connection with any document, agreement or instrument relating to that Debt; (d) any claim against any Obligor flowing from any recovery by an Obligor or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Debt on the grounds of preference or otherwise; and (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings. <p>"Administrative Party" means the Agent, the Security Trustee or the Issuing Bank in each case in their capacity as such (together, being the "Administrative Parties").</p> <p>"Agent" means Lloyds TSB Bank Plc, as agent acting for and on behalf of the Finance Parties.</p> <p>"BG PPA" means, in respect of each WindCo, the power purchase agreement between that WindCo and the Offtaker, each dated on or about the date of the Loan Facility Agreement, and "BG PPAs" shall mean any or all of them as the context may require.</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation page (2)

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

"Borrower" means GLID Wind Farms TopCo Limited, a company registered in England and Wales (registered number 06707821), with its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD.

"Centrica" means Centrica Plc, a company incorporated under the laws of England and Wales with registered number 03033654.

"Centrica Guarantee" means the guarantee dated on or about the date of the Loan Facility Agreement which relates to the matters described in clause 8.7.1 (*Licence Exemption mandatory prepayment*) of the Loan Facility Agreement and made between Centrica and the Security Trustee.

"Centrica (CREL) Guarantee" means the guarantee dated on or about the date of the Loan Facility Agreement and made between Centrica and the Security Trustee relating to the Security granted by CREL in favour of the Security Trustee.

"Centrica Hedging Guarantee" means the hedging deed of guarantee dated on or about the date of the Loan Facility Agreement between Centrica, Banco Santander, S.A., HSBC Bank plc and Lloyds TSB Bank Plc.

"Contracts" means each of the documents set out in schedule 3 to the Assignment in Security, as set out in Note (2).

"CREL" means Centrica Renewable Energy Limited, registered in England with company number 03275445.

"Debt" means the Senior Debt, Offtaker Debt, Junior Debt and Intercompany Debt.

"Direct Agreement" has the meaning given to that term by the Loan Facility Agreement.

"Fee Letter" means any fee letter delivered to a Finance Party pursuant to paragraph 2 (*Finance Documents*) of Part I of schedule 2 (*Conditions precedent to initial Utilisation*) of the Loan Facility Agreement.

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation page (3)

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

"Finance Documents" means:

- (a) the Loan Facility Agreement;
- (b) each Security Document (other than the Offtaker Security Documents);
- (c) the Accounts Agreement;
- (d) each Hedging Agreement;
- (e) each Fee Letter;
- (f) the Centrica Guarantee;
- (g) any guarantee falling within paragraph (c) of the definition of Acceptable Collateral;
- (h) any Acceptable Collateral Loan Agreement;
- (i) each Hedging Commitment Deed;
- (j) the Centrica Hedging Guarantee;
- (k) the Centrica (CREL) Guarantee; and
- (l) all other documents designated in writing as such by the Agent and the Obligors' Agent.

"Finance Parties" means each Mandated Lead Arranger, each Administrative Party, each Hedging Counterparty and each Lender, and **"Finance Party"** means any one of them.

"Guarantors" means the Chargor, Lynn WindCo and Inner Dowsing WindCo.

"Hedging Agreement" means each hedging agreement entered into consistent with, and for the purposes of, the Hedging Programme comprising an ISDA Master Agreement (together with the schedule) entered into between the Borrower and any Hedging Counterparty and the confirmation(s) under that ISDA Master Agreement.

"Hedging Commitment Deeds" means the hedging commitment deeds dated on or about the date of the Loan Facility Agreement between the Borrower and, *inter alios*, Banco Santander, S.A., Lloyds TSB Bank Plc and HSBC Bank plc.

"Hedging Counterparty" means a bank or financial institution which meets the criteria set out in paragraphs 1.2 and 1.3 of the Hedging Programme and which is (or, at the date of execution of a Hedging Agreement, will be) party to a Hedging Agreement with the Borrower and which, is an original party to, or has acceded (or, in accordance with a Hedging Commitment Deed, is obliged to accede) to, the Security Trust and Intercreditor Deed as a "Hedging Counterparty" in accordance with the terms of the Security Trust and Intercreditor Deed.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation page (4)

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

"Hedging Programme" means the terms of schedule 9 (*Hedging Programme*) of the Loan Facility Agreement setting out the hedging programme for the management of the Borrower's exposure to changes in currency exchange rates and floating rates of interest.

"Inner Dowsing WindCo" means Inner Dowsing Wind Farm Limited, a company incorporated under the laws of Scotland with registered number SC213642.

"Intercompany Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"ISDA Master Agreement" has the meaning given in paragraph 4.3 of schedule 9 (*Hedging Programme*) of the Loan Facility Agreement.

"Issuing Bank" means Lloyds TSB Bank Plc.

"Junior Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"LC Facility Lenders" has the meaning given to that term by the Loan Facility Agreement.

"Lenders" means the Term Loan Facility Lenders, the WC Facility Lenders and the LC Facility Lenders.

"Loan Facility Agreement" means the loan facility agreement dated on 27 October 2009 between, *inter alia*, the Borrower, the Chargor, Inner Dowsing WindCo, Lynn WindCo, the Original Lenders, the Agent and the Security Trustee.

"Lynn WindCo" means Lynn Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 04155137.

"Mandated Lead Arrangers" means Banco Bilbao Vizcaya Argentaria S.A., London Branch, Banco Santander, S.A., London Branch, Bayerische Landesbank, London Branch, Calyon, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), Dexia Crédit Local, London Branch, Fortis Bank, a *société anonyme* incorporated in Belgium, acting through its UK branch, HSBC Bank plc, KfW IPEX-Bank GmbH London Branch, Lloyds TSB Bank Plc, National Australia Bank Limited (ABN 12 004 044 937), NIBC Bank N.V., The Bank of Tokyo-Mitsubishi UFJ, Ltd., The Governor and Company of the Bank of Ireland.

"Obligor" means the Borrower and/or a Guarantor.

"Obligors' Agent" means the Borrower, appointed to act on behalf of each Obligor in relation to the Secured Documents pursuant to clause 2.4 (*Appointment of Obligors' Agent*) of the Loan Facility Agreement.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (5)

"Obligors' Security Documents" has the meaning given to that term by the Loan Facility Agreement.

"Offtaker" means British Gas Trading Limited (a company incorporated in England and Wales with registered number 03078711) and its successors in title and any assignees or transferees of all or part of its rights or obligations under and as permitted pursuant to the terms of the relevant BG PPA.

"Offtaker Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"Offtaker Documents" means the Security Trust and Intercreditor Deed, each Offtaker Trading Document, each PPA Direct Agreement and the Offtaker Security Documents.

"Offtaker Security Documents" means:

- (a) each second ranking fixed and floating security document (under English law) dated on or about the date of the Fixed and Floating Charge and given by a WindCo in favour of the Security Trustee (acting as trustee for the Secured Creditors) in respect of its assets (other than to the extent covered by the Scottish law Security Documents referred to in paragraphs (b) to (d) below);
- (b) the second ranking assignation in security document (under Scottish law) dated on or about the date of the Fixed and Floating Charge and given by Glens WindCo in favour of the Security Trustee (acting as trustee for the Secured Creditors) in respect of its rights in retrocession under certain Scottish contracts, agreements and arrangements (but excluding any rights under the Glens Lease Agreement);
- (c) the second ranking standard security (under Scottish law) dated on or about the date of the Fixed and Floating Charge and given by Glens WindCo in favour of the Security Trustee (acting as trustee for the Secured Creditors) over the Glens Lease Agreement; and
- (d) each second ranking bond and floating charge (under Scottish law) dated on or about the date of the Fixed and Floating Charge and given by Glens WindCo and Inner Dowsing WindCo in favour of the Security Trustee (acting as trustee for the Secured Creditors).

"Offtaker Trading Document" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"Original Lenders" means the Original Term Loan Facility Lenders, the Original WC Facility Lenders and the Original LC Facility Lenders as listed in Part II (*Original Term Loan Facility Lenders*), Part III (*Original WC Facility Lenders*) and Part IV (*Original LC Facility Lenders*), respectively, of schedule 1 (*Parties*) of the Loan Facility Agreement.

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Company name: Glens of Foudland Wind Farm Limited Registered number: 04493791</p> <p>"Parent" has the meaning given to that term by the Loan Facility Agreement.</p> <p>"Parent 1" means GLID Limited, registered in England with company number 07033278.</p> <p>"Parent Security Documents" has the meaning given to that term by the Loan Facility Agreement.</p> <p>"PPA Direct Agreement" has the meaning given to that term by the Security Trust and Intercreditor Deed.</p> <p>"Rights" means in relation to any Contract:</p> <ul style="list-style-type: none"> (a) the right to receive all and any moneys payable thereunder; (b) the proceeds of any payment thereunder; (c) all claims for damages for any breach thereof (except for a breach by the Chargor); (d) the benefit of all warranties and indemnities contained therein; (e) any right to terminate the same; (f) the right to perform and observe the provisions of the same and to compel the performance and observance of the same. <p>"Secured Creditor" means the Finance Parties, the Offtaker and the Security Trustee (in the capacity as security trustee for and on behalf of the Offtaker).</p> <p>"Secured Documents" has the meaning given to it in the Security Trust and Intercreditor Deed.</p> <p>"Security" means a mortgage, standard security, charge (fixed or floating), pledge, lien, assignment, assignation, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> <p>"Security Documents" means:</p> <ul style="list-style-type: none"> (a) the Obligors' Security Documents; (b) the Parent Security Documents; (c) the security documents entered into by CREL on or about the date of the Loan Facility Agreement granting Security in favour of the Security Trustee over its rights, title and interest in the shares it holds (and dividends derived thereunder) in the Borrower and the debt the Borrower owes to it; (d) each Direct Agreement; (e) the Offtaker Security Documents; 	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (7)

- (f) the Security Trust and Intercreditor Deed; and
- (g) any other document evidencing or creating Security over any asset of an Obligor or a Parent to secure any obligation of any Obligor to a Finance Party under the Finance Documents,

in each case to the extent the same have not expired or been terminated or released in accordance with the terms of the Finance Documents.

"Security Trust and Intercreditor Deed" means the deed so entitled dated on or about the date of the Loan Facility Agreement between, among others, Lloyds TSB Bank Plc as Agent, the Lenders, certain of the Hedging Counterparties, the Security Trustee, Parent 1, the Offtaker and the Obligors.

"Senior Assignment In Security" means the senior assignment in security dated on or about the date of the Assignment in Security between the Chargor and the Senior Security Trustee.

"Senior Debt" means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor or Parent to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), together with any related Additional Debt.

"Senior Security Trustee" means Lloyds TSB Bank plc of 25 Gresham Street, London, EC2V 7HN in its capacity as security trustee acting for the benefit of the Finance Parties under the Senior Assignment in Security.

"Term Loan Facility Lenders" has the meaning given to that term by the Loan Facility Agreement.

"WC Facility Lenders" has the meaning given to that term by the Loan Facility Agreement.

"WindCo" means:

- (a) the Chargor;
- (b) Inner Dowsing WindCo; and/or
- (c) Lynn WindCo.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation page (8)

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Note (2): The Contracts set out in schedule 3 to the Assignment in Security are as follows:

1. Embedded Generation Connection Agreement between Scottish Hydro-Electric Power Distribution plc (formerly Scottish Hydro-Electric Power Distribution Limited) and Glens of Foudland Wind Farm Limited dated 1 and 6 June 2005.
2. Variation Agreement to the Embedded Generation Connection Agreement between Scottish Hydro-Electric Power Distribution plc (formerly Scottish Hydro-Electric Power Distribution Limited) and Glens of Foudland Wind Farm Limited dated 4 and 9 March 2009.

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation page (9)

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Note (3): The Assignment in Security provides that:

- 1 **Security:** The Chargor shall not create or permit to subsist any Security over any Contract or any Right except as permitted by clause 24.6 (*Negative pledge*) of the Loan Facility Agreement.
- 2 **Disposal:** The Chargor shall not enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Contract or any Right except as permitted by clause 24.14 (*Disposals*) of the Loan Facility Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4493791
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION IN SECURITY
DATED 27 OCTOBER 2009 AND INTIMATION DATED 30
OCTOBER 2009 AND INTIMATION DATED 2 NOVEMBER 2009
AND CREATED BY GLENS OF FOU DLAND WIND FARM
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE OFFTAKER AND LLOYDS
TSB BANK PLC (AS SECURITY TRUSTEE) ON ANY ACCOUNT
WHATSOEVER AND ALL MONIES DUE OR TO BECOME DUE
FROM ANY OBLIGOR TO THE FINANCE PARTIES 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 5 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 NOVEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES