

MG01

Particulars of a mortgage or charge

187960 L13



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 for a Scottish
company. To do this, please use
form MG01s

FRIDAY



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25/02/2011

499

COMPANIES HOUSE

1

Company details

Company number 0 5 1 6 2 7 4 4

Company name in full T F BELL HOLDINGS LIMITED
(the "Company")

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

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 dated 11 February 2011 between the Charging Companies and the Security Agent
(the "Debenture")

4

Amount secured

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

Amount secured All money or liabilities due, owing or incurred to any Secured Party
by any Charging Company or any other Debtor under any Finance
Document as at 11 February 2011 or in the future, in any manner
whether actual or contingent, whether incurred solely or jointly
with any other person and whether as principal or surety, together
with all interest accruing thereon and including all liabilities in
connection with any notes, bills or other instruments accepted by
any Secured Party for or at the request of a Debtor and all losses
incurred by any Secured Party in connection therewith except for
any money or liability which, if it were so included, would cause
the infringement of section 678 of the Companies Act 2006 and
taking into account the operation of clause 18 12(c) (Guarantee
Limitations) of the Senior Facilities Agreement and section 4 15
(Limitation on Guarantees of Debt by Restricted Subsidiaries) of
the Secured Note Indenture (the "Indebtedness")

Continued on continuation page

Continuation page

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

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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, Wholesale Loans Agency,
Address	10 Gresham Street, London as security agent and trustee for itself and the other Secured Parties (the "Security Agent")
Postcode	E C 2 V 7 A E
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 CHARGING CLAUSE

1.1 Fixed Charges

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both as at 11 February 2011 and in future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage

(i) the Premises (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on the Premises, and

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights (except for the TTL Shares),

(b) by way of first fixed charge

(i) all other interests (not charged under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above) in any freehold property or Leasehold Property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) if not effectively the subject of a mortgage (whether legal or equitable) all the Subsidiary Shares and Investments and all corresponding Distribution Rights (except for the TTL Shares),

(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

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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

N/A

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

Ashwin LLP

X

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

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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 SES/GMAY/LLO02 00011/19561505

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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,
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

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4	Amount secured	
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>In this form MG01</p> <p>"Acquisition Agreements" means any sale and purchase agreement or asset purchase agreement relating to any acquisition by Towergate or any of its Subsidiaries of any Target Shares or Target Assets (as both such terms are defined in the Senior Facilities Agreement) together with any related agreements giving Towergate a right or claim against any Vendor (as such term is defined in the Senior Facilities Agreement) or any third party in connection with any such acquisition or transferring title to Towergate or any of its Subsidiaries of any asset acquired under those agreements (but, for the avoidance of doubt, shall not include any Disclosure Letter (as such term is defined in the Senior Facilities Agreement)),</p> <p>"Agreed Security Principles" means the principles set out in schedule 11 (Agreed Security Principles) to the Senior Facilities Agreement,</p> <p>"Assigned Agreements" means the Acquisition Agreements, the Insurances, the Sale and Purchase Agreements and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,</p> <p>"Bank Accounts" means all current, deposit or other accounts with any bank or financial institution in which the Company has an interest as at 11 February 2011 or in the future and (to the extent of its interest) all balances standing to the credit of or accrued or accruing on those accounts as at 11 February 2011 or in the future,</p> <p>"Book Debts" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), due, owing or payable to it as at 11 February 2011 or in the future and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind,</p> <p>"Cash Collateral Account" means the Proceeds Account (as such term is defined in the Senior Facilities Agreement),</p> <p>"Charged Property" means the assets mortgaged, charged or assigned or expressed to be mortgaged, charged or assigned to the Security Agent by or pursuant to the Debenture,</p> <p>"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>"Collection Accounts" means the accounts of the Company set out in schedule 5 to the Debenture and/or such other accounts as the Company and the Security Agent shall agree (including as specified in any relevant Security Accession Deed) or (following the occurrence of an Event of Default which is continuing) as the Security Agent shall specify,</p> <p>"Debtor" means Debtor as such term is defined in the Intercreditor Agreement,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Event of Default" means any Event of Default as such term is defined in the Senior Facilities Agreement or as such term is defined in any Secured Note Document,</p> <p>"Finance Documents" means the Senior Finance Documents and the Secured Note Documents,</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture, as set out in clause 1 2 herein,</p> <p>"Hedging Agreements" means the Hedging Agreements as such term is defined in the Intercreditor Agreement,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either as at 11 February 2011 or in the future held by, or written in favour of the Company or in which it otherwise has an interest, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>"Intellectual Property" means patents and patent applications, trade and service marks and applications (and goodwill associated with such applications), brand and trade names, copyrights and rights in the nature of copyright, design rights, registered designs and applications for registered designs, trade secrets, know-how and all other intellectual property rights throughout the world and all rights under any agreements relating to the use or exploitation of any such rights (in each case which may subsist as at 11 February 2011 or in the future),</p> <p>"Intercreditor Agreement" means the intercreditor agreement to be entered into on or about 11 February 2011 between, amongst others, the Parent, the other Obligors, the Senior Finance Parties, the Secured Note Representative and the Senior Unsecured Note Representative,</p> <p>"Investments" means</p> <p>(a) securities and investments of any kind (including shares, stock, debentures, loan stock, security, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),</p> <p>(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,</p> <p>(c) all rights and interests relating to securities and investments which are deposited with, or registered in the name of, any depositary, trustee, fiduciary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person) (including, unless the context otherwise requires, the Subsidiary Shares), and</p> <p>(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,</p> <p>in each case as at 11 February 2011 or in the future owned by the Company or (to the extent of its interest) in which the Company as at 11 February 2011 or in the future has an interest,</p> <p>"Leasehold Property" means all leasehold property which is registered or registrable at the Land Registry pursuant to which the Company is (or will be) liable to pay a principal rent in excess of £250,000 per annum as at the date of the relevant lease,</p> <p>"Nominated Account" means any account(s) nominated by the Security Agent for the collection of proceeds of any Other Debts,</p> <p>"Obligor" means a Borrower or a Guarantor as both such terms are defined in the Senior Facilities Agreement,</p> <p>"Other Debts" means the debts and claims identified in clause 3 1(b)(v) of the Debenture, as set out in clause 1 1(b)(v) herein,</p> <p>"Parent" means Towergate Holdings II Limited (CRN 07217222),</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Premises" means all freehold property and all Leasehold Properties from time to time owned by the Company including the property, if any, specified in schedule 2 to the Debenture, as set out in schedule 2 hereto (or as the case may be schedule 1 to the relevant Security Accession Deed),</p> <p>"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,</p> <p>"Sale and Purchase Agreements" means the Sale and Purchase Agreements as such term is defined in the Debenture,</p> <p>"Secured Note Document" means the Secured Note Document as such term is defined in the Intercreditor Agreement,</p> <p>"Secured Note Indenture" means the Secured Note Indenture as such term is defined in the Intercreditor Agreement,</p> <p>"Secured Note Representative" means the Secured Note Representative as such term is defined in the Intercreditor Agreement,</p> <p>"Secured Party" or "Secured Parties" means Secured Parties as such term is defined in the Senior Facilities Agreement,</p> <p>"Security" means a mortgage, charge, pledge, lien, assignment by way of security, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect,</p> <p>"Security Accession Deed" means a deed executed by a company substantially in the form set out in schedule 7 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,</p> <p>"Senior Facilities Agreement" means the facilities agreement dated 4 February 2011 under which certain lenders have made available certain loan facilities to Towergate;</p> <p>"Senior Finance Documents" means the Senior Finance Documents as such term is defined in the Senior Facilities Agreement,</p> <p>"Senior Finance Parties" means the Senior Finance Parties as such term is defined in the Senior Facilities Agreement,</p> <p>"Senior Unsecured Note Representative" means the Senior Unsecured Note Representative as such term is defined in the Senior Facilities Agreement,</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 which, for this purpose, shall be treated as providing that</p> <p>(a) an undertaking which has granted Security over its shares or other ownership interest in another undertaking, by which the recipient of the Security (or its nominee) holds the legal title to that interest, shall nevertheless be treated as a member of that other undertaking, and</p> <p>(b) rights attached to shares or other ownership interests which are subject to Security shall be treated as held by the grantor of Security,</p> <p>"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 to the Debenture, as set out in schedule 3 hereto, and as specified in any relevant Security Accession Deed,</p>	

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Amount secured

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

Amount secured

"TTL Shares" means all shares of Towergate Trustees Limited (CRN 03877049), and

"Towergate" means Towergate Finance plc (CRN 07217267)

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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>(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,</p> <p>(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and monetary claims,</p> <p>(vi) subject to clause 3 9 (Trust Accounts) of the Debenture, all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,</p> <p>(vii) all its Intellectual Property,</p> <p>(viii) all rights, title and interest in and to the Hedging Agreements,</p> <p>(ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,</p> <p>(x) its goodwill and uncalled capital, and</p> <p>(xi) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Agreements</p> <p>1 2 Floating Charge</p> <p>As further security for the payment of the Indebtedness (for the benefit of itself and the other Secured Parties), the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 11 February 2011 and in future (except for the TTL Shares) not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above, or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below</p> <p>1 3 Security Assignment</p> <p>(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent (for the benefit of itself and the other Secured Parties) all its rights, title and interest in and to the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)</p> <p>(b) Until the occurrence of an Event of Default which is continuing, but subject to clause 8 8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements</p> <p>1 4 Conversion of Floating Charge</p> <p>If</p> <p>(a) an Event of Default has occurred and is continuing, or</p> <p>(b) the Security Agent reasonably considers that any legal process or execution is being enforced against any Floating Charge Asset or the Security Agent reasonably considers that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

the Security Agent may, by written notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires

1.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement and the Secured Note Documents or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

2 FURTHER ASSURANCE

2.1 General

(a) Subject to the Agreed Security Principles, the Company shall (and shall ensure that each of its Subsidiaries will) at the request of the Security Agent and at the Company's own expense, promptly do, or procure the doing of all such things and execute or procure the execution of all such documents (including assignments, transfers, mortgages, charges, notices and instructions and in such form as the Security agent may require) as are, in the reasonable opinion of the Security Agent, necessary or desirable

(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,

(ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or

(iii) following the occurrence of an Event of Default which is continuing, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture

(b) Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

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Short particulars

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property, except as permitted by the Senior Facilities Agreement and the Secured Note Documents or with the prior consent of the Security Agent

SCHEDULES

SCHEDULE 1

Charging Companies

Name

Registered Number

Towergate Finance plc	England and Wales 07217267
Towergate Holdings II Limited	England and Wales 07217222
Towergate Holdco Limited	England and Wales 07476462
Fusion Insurance Holdings Limited	England and Wales 05555838
Fusion Insurance Services Limited	England and Wales 04070987
The Hayward Holding Group Limited	England and Wales 03674200
Hayward Aviation Limited	England and Wales 02730427
Paymentshield Group Holdings Limited	England and Wales 05919794
Paymentshield Holdings Limited	England and Wales 05131340
Paymentshield Limited	England and Wales 02728936
Broker Network Holdings Limited	England and Wales 05044510
The Broker Network Limited	England and Wales 02906084
The T F Bell Group Limited	England and Wales 05156249
T F Bell Holdings Limited	England and Wales 05162744
Townfrost Limited	England and Wales 05030455
Towergate Underwriting Group Limited	England and Wales 04043759
Towergate Risk Solutions Limited	England and Wales 06189756
Towergate London Market Limited	England and Wales 0149526
Oyster Risk Solutions Limited	England and Wales 06144421
TL Risk Solutions Limited	England and Wales 00838046

SCHEDULE 2

Details of Properties

Registered Land

None as at 11 February 2011

Unregistered Land

None as at 11 February 2011

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Short particulars

SCHEDULE 3 Subsidiary Shares

Part 1

Charging Company	Name of Subsidiary	No and class of shares
T F Bell Holdings Limited	T F Bell Compliance Limited	100,000 ordinary shares of £1
	The T F Bell Group Limited	10,950,000 "A" ordinary shares of £0.10

Part 2

Charging Company	Name of Subsidiary	No and class of shares
T F Bell Holdings Limited	T F Bell Compliance Limited	100,000 ordinary shares of £1
	The T F Bell Group Limited	10,950,000 "A" ordinary shares of £0.10



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5162744
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11
FEBRUARY 2011 AND CREATED BY T F BELL HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY CHARGING COMPANY OR ANY OTHER
DEBTOR TO ANY SECURED PARTY 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 25 FEBRUARY 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 FEBRUARY
2011**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**