

# M

COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

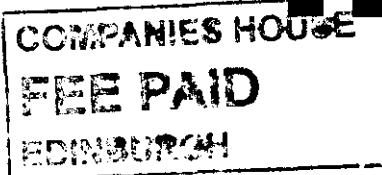
# 410

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

CHFP025

Please do not  
write in this  
margin

Pursuant to section 410 of the Companies Act 1985



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

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

For official use

Company number

16

SC219765

Name of company

\* GTC HOLDINGS LIMITED (the "Chargor")

insert full name  
of company

Date of creation of the charge (note 1)

26 March 2009 (the "Charge Date")

Description of the instrument (if any) creating or evidencing the charge (note 1)

Debenture (the "Charge Document")

Amount secured by the charge

The Secured Obligations.

Capitalised terms not defined in this Companies form No. 410 are defined in  
the Schedule annexed hereto.

Names and addresses of the persons entitled to the charge

HSBC Corporate Trustee Company (UK) Limited, 8 Canada Square, London, E14  
5HQ in its capacity as Security Trustee.

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

Tods Murray LLP  
Edinburgh Quay  
133 Fountainbridge  
Edinburgh  
EH3 9AG

0131 656 2000

HAP.ANC.JBD.R00507.1179

For official use (06/2005)  
Charges Section

THURSDAY



\*SLHU18V9\*

SCT

09/04/2009

46

COMPANIES HOUSE

Short particulars of all the property charged.

Please do not  
write in  
this margin

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

1. By way of first legal mortgage, the Charged Property.
2. By way of first fixed charge, the Fixed Charge Assets.
3. By way of absolute assignment the Chargor's rights, title and interest in and to the Assigned Assets.
4. By way of first floating charge, all the Chargor's assets and undertaking, wherever located, both present and future and including for the avoidance of doubt, by way of first floating charge all its assets and undertaking situated in Scotland or otherwise subject to Scots law.

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

1. During the Security Period, the Chargor shall not create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions described in Clause 5.1 of the Charge Document, in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

2. The floating charge created by Clause 3.5.1 of the Charge Document is deferred in point of priority to all fixed Security and to each Bond and Floating Charge validly and effectively created by the Chargor under any of the Transaction Security Documents in favour of the Security Trustee as security for the Secured Obligations.

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

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

Signed

*Alan Bunsell pp. ASMUR*

Date 9 April 2009

On behalf of ~~XXXXXX~~ [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

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 are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB  
DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as  
appropriate

## **PART 1 - Definitions**

**"Accession Letter"** means a document substantially in the form set out in Schedule 7 of the Facilities Agreement (Form of Accession Letter).

**"Additional Borrower"** means a company which becomes a Borrower in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors).

**"Additional Guarantor"** means a company which becomes a Guarantor in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors).

**"Affiliate"** has the meaning given to it in the Facilities Agreement.

**"Agent"** means The Royal Bank of Scotland PLC as agent of the other Finance Parties.

**"Ancillary Document"** has the meaning given to it in the Facilities Agreement.

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with Clause 7 of the Facilities Agreement (Ancillary Facilities).

**"Ancillary Lender"** has the meaning given to it in the Facilities Agreement.

**"Arranger"** means HSBC Bank PLC and The Royal Bank of Scotland PLC as mandated lead arrangers whether acting individually or together.

**"Assigned Assets"** means:

(a) all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;

(b) the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;

(c) the Insurances and the benefit of all Insurance Proceeds of the Chargor;

(d) the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Security Trustee; and,

(e) any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 (Fixed charges) of the Charge Document or valid assignment pursuant to Clauses 3.2.1 to 3.2.4 of the Charge Document and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Charge Document.

**"Associated Rights"** means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, undertakings, warranties, guarantees or Security given or

implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**"Bank Balances"** means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

**"Bond and Floating Charge"** means the bond and floating charge dated the Charge Date and entered into by the Chargor in favour of the Security Trustee.

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors) and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 7.9 of the Facilities Agreement (Affiliates of Borrowers).

**"Charged Contracts"** means, in relation to the Chargor, those contracts (if any) brief particulars of which are set out in Schedule 3 of the Charge Document (Charged Contracts) in respect of the Chargor.

**"Charged Property"** means the Chargor's Property (if any) identified in Schedule 4 of the Charge Document (Details of Property).

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 of the Facilities Agreement (Form of Compliance Certificate).

**"Cosalt"** means Cosalt plc incorporated under the Companies Acts in England and Wales (Registered Number 00019628) and having its Registered Office at Fish Dock Road, Grimsby, North East Lincolnshire DN21 3NW.

**"Cosalt Retirement Plan"** means The Cosalt Plc Retirement Benefits Plan, established with effect from 17 December 1957 and as at the 26 March 2009, governed by a definitive trust deed and rules dated 24 March 2000 (as amended).

**"Cosalt Retirement Plan Trustees"** means Frederick William Wood of Pleasant House, Pleasant Place, Louth, Lincolnshire, Ronald Briggs Heaton of 7 Ings Lane, Waltham, North East Lincolnshire, Paul Arthur Bradbury of 9 Oyster Court, Cleethorpes, DN35 8QE, Alan Smith of The Poplars, Edenfield Estate, Hornsea, East Yorkshire and Roger Vince Whyte McCracken of 39a Westgate, Louth, LN11 9YQ in their capacity as trustees of the Cosalt Retirement Plan, and shall include their successors and assignees, transferees or substitutes.

**"Deed of Priority"** means the deed of priority dated 26 March 2009 and made between inter alia Cosalt, the Security Trustee, the Cosalt Retirement Plan Trustees and the members of the Group referred to therein.

**"Delegate"** has the meaning given to it in the Facilities Agreement.

**"Derivative Payment"** means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset.

**"Designated Chattels"** means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of the Chargor in Schedule 6 of the Charge Document (Designated Chattels) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels.

**"Discharge Date"** means the date with effect from which the Security Trustee confirms to Cosalt that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.

**"Distribution Rights"** means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

**"Dividends"** means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

**"Event of Default"** means any event or circumstance specified as such in Clause 26 of the Facilities Agreement (Events of Default).

**"Facilities Agreement"** means the facilities agreement dated 26 March 2009 made between, amongst others, Cosalt and the companies listed in Schedule 1 of the Facilities Agreement (as Obligors), HSBC Bank plc and The Royal Bank of Scotland plc (as mandated lead arrangers), HSBC Bank plc and National Westminster Bank plc (as Lenders), The Royal Bank of Scotland plc (as Agent) and the Security Trustee.

**"Fee Letter"** has the meaning given to it in the Facilities Agreement.

**"Finance Document"** means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, the Intercreditor Deed, the Deed of Priority, the Scottish Ranking Agreement, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and Cosalt.

**"Finance Party"** means the Agent, the Arranger, the Security Trustee, a Lender, an Ancillary Lender or a Hedge Counterparty.

**"Financial Indebtedness"** has the meaning given to it in the Facilities Agreement.

**"Fixed Charge Assets"** means:

(a) all the Property from time to time owned by the Chargor (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 of the Charge Document and any Property situated in Scotland);

(b) any other rights, title or interest of the Chargor in Property, wherever situated (but excluding any such interest and rights in relation to Properties situated in Scotland);

- (c) all Associated Rights in relation to the Chargor's Property;
- (d) the Designated Chattels (if any) in respect of the Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 of the Charge Document);
- (e) all Associated Rights in relation to the Chargor's Designated Chattels;
- (f) all plant, machinery, vehicles and computer equipment now or in the future owned by the Chargor (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1, 3.1.2 or 3.1.3 of the Charge Document nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress);
- (g) the Chargor's rights, title or interest in any chattel now or in the future in its possession which is not owned by the Chargor, but which had it been so owned would have been validly charged by paragraph (a) of Clause 3.1.4 of the Charge Document;
- (h) the benefit of all Associated Rights relating to any chattel of the Chargor validly charged by Clause 3.1.4 of the Charge Document;
- (i) the Shares (if any) listed in respect of the Chargor in Schedule 5 of the Charge Document (Shares) and the Distribution Rights (if any) from time to time accruing to or on such Shares;
- (j) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3.1.5 of the Charge Document) and all Distribution Rights from time to time accruing to or on such Investments;
- (k) to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.3 of the Charge Document but are capable of being effectively charged, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either now or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);
- (l) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor;
- (m) all rights and claims of whatever nature of the Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- (n) all of the Specified Bank Balances in respect of the Chargor;
- (o) all of the Chargor's Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.9 of the Charge Document);
- (p) to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.2.4 of the Charge Document, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);
- (q) to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.1 or 3.2.5 of the Charge Document respectively but are capable of being effectively charged:

(i) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets; and,

(ii) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of the Authorisations;

(r) to the extent that they do not fall within any other provision of Clause 3.1 of the Charge Document (Fixed Charges) and are not effectively assigned under Clause 3.2.2 of the Charge Document, all the Chargor's rights under each agreement or document to which the Chargor is a party;

(s) all the goodwill and uncalled capital of the Chargor; and

(t) the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Charge Document.

**"Group"** means Cosalt and its Subsidiaries for the time being.

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 of the Facilities Agreement (Changes to the Obligors).

**"Hedge Counterparty"** has the meaning given to it in the Facilities Agreement.

**"Hedging Agreement"** has the meaning given to it in the Facilities Agreement.

**"Hedging Bank"** has the meaning given to it in the Facilities Agreement.

**"Insurance Proceeds"** means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing.

**"Insurances"** means all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

**"Intellectual Property"** means (a) rights in confidential information, copyright and like rights, database rights, domain names, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, (which may now or in the future subsist) whether registered (or the subject of an application for registration) or un-registered and (b) the benefit of each member of the Group's applications and rights to use such assets, in each case, throughout the world which may now or in the future subsist.

**"Intercreditor Deed"** means the intercreditor deed dated 26 March 2009 and made between Cosalt, the other Obligors, the Security Trustee, the Agent, the Lenders, the Ancillary Lenders, the Hedging Banks, the Intra-Group Creditors and the Intra-Group Debtors.

**"Intra-Group Creditors"** has the meaning given to it in the Facilities Agreement.

**"Intra-Group Debtors"** has the meaning given to it in the Facilities Agreement.

**"Investment"** means, in respect of the Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the Charge Date) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

**"Lender"** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 27 of the Facilities Agreement (Changes to the Lenders),

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement.

**"Obligor"** means a Borrower or a Guarantor.

**"Original Borrowers"** means Cosalt, together with the subsidiaries of Cosalt (including the Chargor) listed in Part I of Schedule 1 of the Facilities Agreement (The original Parties) as original borrowers.

**"Original Guarantors"** means Cosalt, together with the subsidiaries of Cosalt (including the Chargor) listed in Part I of Schedule 1 of the Facilities Agreement (The original Parties) as original guarantors.

**"Original Lenders"** means those companies listed in Part II of Schedule 1 of the Facilities Agreement (The Original Lenders).

**"Party"** means a party to the Facilities Agreement.

**"Property"** means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to "Property" also includes a reference to each separate part or parts of such Real Property.

**"Real Property"** means (a) any freehold, heritable, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, heritable, leasehold or immovable property.

**"Receiver"** has the meaning given to it in the Facilities Agreement.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 of the Facilities Agreement (Form of Resignation Letter).

**"Scottish Companies"** means GTC Holdings Limited (company number SC219765) and GTC Group Limited (company number SC122818).



**"Scottish Ranking Agreement"** means the agreement to be entered into between, amongst others, Cosalt, the Security Trustee, the Cosalt Retirement Plan Trustees and the members of the Group referred to therein.

**"Secured Assets"** means the assets the subject of any Security created by the Charge Document.

**"Secured Obligations"** 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 each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included the Charge Document (or any part of it) would give rise to financial assistance within the meaning of section 152(1)(a) of the Companies Act 1985 unless such financial assistance is not prohibited by virtue of the provisions of section 153 of the Companies Act 1985 or by virtue of due compliance with the provisions of sections 155 to 158 (inclusive) of the Companies Act 1985.

**"Secured Parties"** means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate.

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

**"Security Period"** means the period beginning on the Charge Date and ending on the Discharge Date.

**"Security Trustee"** means HSBC Corporate Trustee Company (UK) Limited acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Transaction Security Documents for the purpose of and in accordance with the terms of the Finance Documents, or such other or additional trustee or trustees as may from time to time be appointed in that capacity pursuant to clause 19.10 (Resignation of Security Trustee) of the Intercreditor Deed.

**"Selection Notice"** means a notice substantially in the form set out in Part II of Schedule 3 of the Facilities Agreement (Requests) given in accordance with Clause 13 of the Facilities Agreement (Interest Periods) in relation to a Term Loan.

**"Shares"** means (in relation to the Chargor) all shares (if any) specified in Schedule 5 of the Charge Document (Shares) in respect of the Chargor and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest but excluding specifically, for the avoidance of doubt, those shares in the Scottish Companies subject to specific fixed security in favour of the Security Trustee under Scots law.

**"Specified Bank Balances"** means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 of the Charge Document (Bank accounts), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account.

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

**"Term Loan"** has the meaning given to it in the Facilities Agreement.

**"Transaction Security Documents"** has the meaning given to it in the Facilities Agreement.

**"Utilisation Request"** means a notice substantially in the relevant form set out in Part I of Schedule 3 of the Facilities Agreement (Requests).

## **SCHEDULE 4**

### **Details of Property**

**1. Name of legal and beneficial owner:** Cosalt Plc

**Address of Property:** The property known as land and buildings on the west side of Brickyard Lane, Melton and described in more detail in the registered titles

**Freehold/Leasehold Estate:** Freehold

**Title Details (where applicable):** HS262302 and YEA3057

**County and District (or London Borough):** East Riding of Yorkshire

**2. Name of legal and beneficial owner:** Cosalt Plc

**Address of Property:** The property known as 60 Sixhills Street; land and buildings to the south of Sixhills Street; and land and buildings at Convamore Road and Heneage Road, Grimsby and described in more detail in the registered titles

**Freehold/Leasehold Estate:** Freehold

**Title Details (where applicable):** HS36616, HS114302, HS19612, HS18994, HS58210 and HS332319

**County and District (or London Borough):** North East Lincolnshire

**3. Name of legal and beneficial owner:** Cosalt Plc

**Address of Property:** The property known as land and buildings on the south east side of Bell Street, Fish Quay, North Shields and described in the registered title

**Freehold/Leasehold Estate:** Freehold

**Title Details (where applicable):** TY308134

**County and District (or London Borough):** Tyne and Wear: North Tyneside

**4. Name of legal and beneficial owner:** Cosalt Plc

**Address of Property:** The property known as Number 3 Factory School Road, Lowestoft and land lying on the west side of School Lane, Lowestoft

**Freehold/Leasehold Estate:** Freehold

**Title Details (where applicable):** SK139594 and SK68171

**County and District (or London Borough):** Suffolk : Waveney



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 219765

CHARGE NO. 6

I HEREBY CERTIFY THAT A CHARGE CREATED BY GTC  
HOLDINGS LIMITED

ON 26 MARCH 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF HSBC CORPORATE TRUSTEE COMPANY (UK)  
LIMITED

WAS DELIVERED PURSUANT TO SECTION 410 OF THE  
COMPANIES ACT 1985 ON 9 APRIL 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 15 APRIL 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES