## **MG01**

### Particulars of a mortgage or charge



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 N You cannot use this particulars of a charg company To do this form MG01s

14/10/2010

Please complete in typescript or in

All fields are mandatory unless specified or indicated by \*

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For official use

A57 **COMPANIES HOUSE** 

Company details Company number 0 6 0 3 Austin Park Estates Limited (the 'Company') Company name in full

Date of creation of charge

₫8 Date of creation

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

A Debenture dated 28 September 2010 and made between (1) Ethel Austin Properties Holdings Limited (EAPH), (2) the companies listed in Schedule 1 therein, including amongst others the Company and (3) Stephen George Laing and Pamela Jones as joint security trustees (Loan Note Holder Security Trustee) (the 'Debenture')

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 Loan Note Holder by any Chargor at any time, 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 Loan Note Holder for or at the request of a Chargor and all losses incurred by any Loan Note Holder in connection therewith except for any money or liability which, if it were so included, would cause the infringemetht of section 678 of the Companies Act 2006, incurred to any Loan Note Holder pursuant to the Loan Notes (the 'Indebtedness')

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	Stephen George Laing as Loan Note Holder Security Trustee	, 22 mass to other more details	
Address	27 Ashburton Road		
	Prenton, Wirrat		
Postcode	C H 4 3 8 T N		
Name	Pamela Jones as Loan Note Holder Security Trustee		
Address	The Old Vicarage, Vicarage Lane		
	Little Budworth Near Tarporley, Chesire		
Postcode	CW69BP		
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	

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

Please give the short particulars of the property mortgaged or charged

#### Short particulars

- 1 Each Chargor, as security for the payment of the Indebtedness, charges in favour of the Loan Note Holder Security Trustee with full title guarantee, the following assets at any time owned by it or in which it has an interest
  - (a) by way of legal mortgage the property specified in Schedule 1 of this MG01 and all freehold and leasehold property situate in England and Wales together with all buildings and fixtures (including trade fixtures) on that property,
  - (b) by way of equitable mortgage all the Subsidiary Shares and all corresponding Distribution Rights and Related Rights,
  - (c) by way of fixed charge
    - (i) all other interests (not charged by way of legal mortgage as described in paragraphs 1 (a) and (b)) in any freehold or leasehold or heritable property, the buildings, fittings and fixtures (including trade fixtures) on that property and all Related Rights,
    - (ii) all Related Rights relating to the property charged by way of legal mortgage as described in paragraph 1 (a),
    - (III) if not effectively the subject of a mortgage (whether legal or equitable) all the Subsidiary Shares and all corresponding Distribution Rights and Related Rights,
    - (iv) all plant, machinery, vehicles, computers, office and other equipment and chattels and all Related Rights,
    - (v) all monies standing to the credit of its accounts (including the Other Accounts) with any bank, building society, financial institution or other person (including any replacement account or subdivision or sub-account of that account) and all rights related to those accounts,
    - (vi) its rights to recover VAT on any supplies made to it relating to the Charged Property and any sums so recovered,
    - (vii) all rights and interest in the Hedging Agreement and each of its present and future interest in any derivative transaction and all proceeds paid or payable thereunder and any Related Rights,
    - (viii) the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets and the right to recover and receive any compensation in relation thereto.
    - (ix) all book debts and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,
    - (x) all patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,
    - (xi) its goodwill and uncalled capital, and

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

Please give the short particulars of the property mortgaged or charged

#### Short particulars

- (XII) If not effectively assigned as described in paragraph 3 all its rights and interests in (and claims under) the Assigned Assets and Related Rights, and
- (d) by way of first fixed charge all monies standing to the credit of the Blocked Account (including any replacement account or subdivision or sub-account of that account) and all rights related to that account
- 2 As further security for the payment of the Indebtedness, each Chargor charges with full title guarantee in favour of the Loan Note Holder Security Trustee by way of floating charge all its present and future assets not effectively charged by way of fixed charge and/or mortgage as described by paragraphs 1 (a) and (b) (Fixed Charges) or assigned as described in paragraph 3
- 3 As further security for the payment of the Indebtedness, each Chargor assigns absolutely with full title guarantee to the Loan Note Holder Security Trustee all its rights, title and interest from time to time in the Assigned Assets
- 4 The Debenture contains a covenant in favour of the Loan Note Holder Security Trustee that
  - (a) no Chargor shall
    - (i) create or agree to create or permit to subsist any Security over all or any part of its assets (including the Properties), other than pursuant to the Finance Documents
    - (II) Paragraph (ai) does not apply to
      - (i) Security arising under any Finance Documents,
      - (II) any other Security granted by a Chargor with the prior written consent of the Loan Note Holder Security Trustee

### (b) no Chargor will

- (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor,
- (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (III) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (iv) enter into any other preferential arrangement having a similar effect,
- 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
- (c) no Chargor will, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell, transfer, licence, lend, lease, surrender, renounce or otherwise Dispose of the whole or any part of its assets (including the Properties) or Related Rights without the prior written consent of the Loan Note Holder Security Trustee (in its sole discretion) or otherwise in accordance with the Finance Documents

For the purposes of this form MG01 the terms below shall be ascribed the following meanings

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

Please give the short particulars of the property mortgaged or charged

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'Accounting Principles" means accounting principles and practices generally accepted in England and Wales, consistently applied,

'Assigned Agreements' means all Lease Documents, the Property and Asset Management Agreement, the Hedging Agreement, the Subordinated Loan Agreements (and the debts represented thereby), Insurances, the EAIP Guarantee, the Purchase Documents, the Transitional Services Agreement, each Permitted Joint Venture Agreement and any other agreement designated as an Assigned Agreement by EAPH and the Loan Note Holder Security Trustee (and all Assigned Agreements detailed in schedule 3 of any Security Accession Deed),

'Assigned Assets' means the benefit of all the Chargors' rights (including interest) under all the Assigned Agreements present and future and the Blocked Accounts and the Other Accounts (and the debts represented thereby), all Disposal Proceeds and the benefit of all contracts, deeds, licences, undertakings, agreements, consents, authorisations, rights, representations, warranties, collateral warranties, securities, covenants (including the title), guarantees, bonds and indemnities or other documents of any nature now or at any time enjoyed or held by the Chargors (whether formally documented or otherwise) and all Related Rights including all monies and other benefits payable to the Chargors in relation thereto, and all Value Added Tax payable on the same,

'Blocked Accounts' means the accounts listed in part 1 of schedule 4 of the Debenture (or, as the case may be, Part 1 of schedule 4 of any Security Accession Deed and any other account designated by a Chargor and the Loan Note Holder Security Trustee as a Blocked Account) and any interest of a Chargor in any replacement account or any sub-division or sub-account of those Blocked Accounts.

'Charged Property' means the assets mortgaged, charged or assigned to the Loan Note Holder Security Trustee by the Debenture,

'Chargors' means the Company, each of the companies listed in schedule 2 of this MG01 and each company which grants security over its assets in favour of the Loan Note Holder Security Trustee by executing a Security Accession Deed,

'Disposal' means any charge, sale, lease, sub-lease, assignment, transfer or any agreement to enter into any of the foregoing, the grant of an option or similar right, the creation of a trust or other equitable interest in favour of a third party and/or a sharing or parting with possession or occupation whether by way of licence or otherwise and Dispose or Disposition shall be construed accordingly,

'Disposal Proceeds' has the meaning ascribed to it in the Facilities Agreement,

'Distribution Rights' means all dividends, distributions, and other income paid or payable on a Subsidiary Share, together with all shares and other property derived from that Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

'EAIP Guarantee' means the guarantee entered into on 7 February 2008 between (1) Ethel Austin Investment Properties Limited and (2) EAPH pursuant to which Ethel Austin Investment Properties Limited provided a guarantee and indemnity for the benefit of the Company in respect of the obligations of Ethel Austin Investment Properties Limited and its Subsidiaries pursuant to loans made available to them by the Company,

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

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'Facilities Agreement' means the restated facilities agreement dated 28 September 2010 made between, amongst others, (1) EAPH (2) National Westminster Bank plc and Bank of Scotland plc as lenders, (3) National Westminster Bank plc as facility agent and (4) National Westminster Bank plc as security trustee,

'Finance Documents' has the meaning ascribed to it in the Facilities Agreement,

'Financial Indebtedness' means any indebtedness for or in respect of

- (a) monies borrowed,
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,
- (h) any amount of any liability under an advance or deferred purchase agreement if
  - (i) the primary reason behind entering into the agreement is to raise finance, or
  - (ii) the agreement is in respect of the supply of assets or services and payment is due more than six months after the date of supply,
- (i) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing under the Accounting Principles, and

the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) (inclusive) above

'Hedging Agreement' means the Hedging Agreement as defined in the Facilities Agreement,

'Insurances' means all policies of insurance and all proceeds of them either now or in the future

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held by, or written in favour of, a Chargor or in which it is otherwise interested to the extent of its interest, but excluding any third party liability or public liability insurance and any directors and officers insurance.

'Lease Document' has the meaning ascribed to it in the Facilities Agreement,

**'Loan Notes'** means the loans made by EAPH to the persons listed in Part 1 of the Schedule to the Security Trust Deed (as beneficiaries),

'Loan Note Holder' means the the persons listed in schedule 3 of this MG01,

'Other Account' means the accounts specified in part 2 of schedule 4 of the Debenture namely,

- (a) Account Number 45267790 Sort Code 60-13-19,
- (b) Account Number 45277931Sort Code 60-13-19,
- (c) Account Number 45277923 Sort Code 60-13-19,
- (d) Account Number 45267790 Sort Code 60-13-19,
- (e) Account Number 00720569 Sort Code 60-13-19,

(or, as the case may be, part 2 of schedule 4 of the relevant Security Accession Deed and any other account designated by a Chargor and the Loan Note Holder Security Trustee as an Other Account) and any interest of a Chargor in any replacement account or any sub-division or sub-account of those Other Accounts,

'Permitted Joint Venture Agreement' means each agreement detailing the Permitted Joint Ventures (as defined in the Facilities Agreement),

'Property' means each freehold and leasehold property from time to time owned by a Chargor or in which a Chargor is otherwise interested, including the property, if any, specified in schedule 1 of this MG01 (or, as the case may be schedule 1 of the relevant Security Accession Deed) and 'Properties' shall mean all of them.

**'Property and Asset Management Agreement'** has the meaning ascribed to it in the Facilities Agreement,

'Purchase Documents' means the agreements for the sale and purchase of the Properties or Shares between, among others, the Vendors, (as seller) and the Obligors in the agreed form including

- (a) a sale and purchase agreement in relation to a portfolio of properties made between
   (1) Ethel Austin Investment Properties Limited (2) London and Palatine Estates
   Limited (3) William Kenneth Dawson and Neville Barry Khan (4) New Embrace
   Limited and (5) EAPH,
- (b) a share sale agreement between (1) Ethel Austin Investment Properties Limited, (2) London and Palatine Estates Limited, (3) William Kenneth Dawson and Neville Barry Khan, (4) New Embrace Limited and (5) EAPH
- (c) a share sale agreement between (1) Ethel Austin Investment Properties Limited (2) William Kenneth Dawson and Neville Barry Khan (3) Austin Park Estates Limited and (4) EAPH,
- (d) a compensation agreement dated on or about the date hereof and made between (1) Ethel Austin Investment Properties Limited acting by its administrators, (2) London and Palatine Estates Limited acting by its administrators, (3) William Kenneth

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Dawson and Neville Barry Khan, (4) New Embrace Limited and (5) EAPH, and

(e) a restructuring agreement dated on or about the date hereof made between (1) RCF Subsidiaries (as defined therein), (2) RCF Joint Venture Companies (as defined therein), (3) LPE Subsidiaries (as defined therein), (4) Ethel Austin Investment Properties Limited acting by its administrators, (5) London & Palatine Estates Limited acting by its administrators, (6) the Managers (as defined therein), (7) Bank of Scotland plc, (8) National Westminster Bank plc and Bank of Scotland plc as lenders, (9) New Embrace Limited, and (10) EAPH,

'Related Rights' means, in relation to any asset

- (a) the proceeds of Disposal of that asset or of any part of it,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities, undertakings or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset

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

'Security Accession Deed' means a deed substantially in the form set out in schedule 6 of the Debenture, with those amendments which the Loan Note Holder Security Trustee may approve or reasonably require,

'Security Trust Deed' means the security trust deed to be dated on or about the date of this deed made between the Security Trustee, the individuals listed in Part 1 of the Schedule thereto (as beneficiaries) and the companies listed in Part 2 (as companies).

'Subordinated Loan Agreement' has the meaning ascribed to it in the Facilities Agreement,

'Subsidiaries' has the meaning ascribed to it in the Facilities Agreement,

'Subsidiary Shares' means all the shares owned by a Chargor in its Subsidiaries,

'Transitional Services Agreement' means an agreement dated on or about the date of the Facilities Agreement made between Ethel Austin Properties Holdings Limited, New Embrace Limited, Ethel Austin Investment Properties Limited and William Kenneth Dawson and Neville Barry Khan,

'Treasury Transaction' has the meaning ascribed to it in the Facilities Agreement

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	Please give the short particulars of the property mortgaged or charged	- · · · -

Short particulars

### Schedule 1

Property	Title No	Freehold ("FH)/ Leasehold ("LH")	Owner	VAT elected?
Unit 1A Evolution Park, Ewloe, CH5 7RX	CYM139556	LH	APE	YES
Unit 1B Evolution Park, Ewloe, CH5 7RX	CYM139556	LH	APE	YES
Unit 2 Evolution Park, Ewloe, CH5 7RX	CYM139556	LH	APE	YES
Unit 3 Evolution Park, Ewloe, CH5 7RX	CYM139556	LH	APE	YES
Unit 4 Evolution Park, Ewloe, CH5 7RX	CYM139556	LH	APE	YES
Unit 5 Evolution Park, Ewloe, CH5 7RX	CYM139556	LH	APE	YES

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Please give the short particulars of the property mortgaged or charged

Short particulars

### Schedule 2

### The Chargors

Chargors	Registered Number
Ethel Austin Properties Holdings Limited	02303540
Clerkdiary Limited	03041637
Ethel Austin Properties Limited	01014238
Ethel Austin Shared Investments Limited	04852680
Stripepearl Limited	04892904
EASI (Northgate Street) Limited	05503138
Easycrown Properties Limited	02645955
Oakgate (Hereford) Limited	03315907
New Embrace Limited	07352267
Datarapid Limited	03112823
Ethel Austin (Rose Place) Limited	04795958
Ethel Austin Investment Properties (Foregate Street) Limited	04321799
Granddream Limited	04279481
London & Palatine Spring Gardens Limited	04661703
London & Palatine Northwich Limited	05157742
Austin Park Estates Limited	04160315
Signature House Properties Limited	05718379
Officeway Limited	04803216

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

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#### Schedule 3

#### The Loan Note Holders

Mrs Sally Gaskell

Mrs Sally Gaskell (on behalf of A C Gaskell)

Mrs Sally Gaskell (on behalf of D M A Gaskell)

Ethel Catherine Austin

Janina Marta Konrad

Lisa Stephanie Konrad

Tracie Jane Morton

Tracie Jane Morton (on behalf of L M Morton)

Ronald Vincent George Blake

State House Properties Limited

Peter Wild Bullivant, Susan Patricia Prescott and Stephen George Laing as trustees for the E P Austin 2002 Discretionary Trust

Glenys Konrad and Lisa Konrad as trustees for the Mrs G Konrad 2002 Life Interest Settlement

Sally Louise Gaskell and Susan Edith Austin as trustees for the G R Austin 2002 Life Interest No 1 Settlement

Tracie Jane Morton and Susan Edith Austin as trustees for the G R Austin 2002 Life Interest No 2 Settlement

Glenys Konrad and Janina Marta Konrad as trustees for the J Konrad 2002 Accumulation and Maintenance Settlement

Glenys Konrad and Lisa Konrad as trustees for the J Konrad 2002 Parallel Life Interest Settlement

Michael Barry Owen and Peter Wild Bullivant as trustees for the M P 2005 Settlement

Tracie Jane Morton, Pamela Jones, Saliy Louise Gaskell and Susan Edith Austin as trustees for the SE Austin 2002 Accumulation and Maintenance Settlement

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

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

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

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

## Commission allowance or discount

nil

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### **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).

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#### Signature

Please sign the form here

Signature

X // // // Kinsun UP

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

X

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Presenter information	Important 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	Please note that all information on this form will appear on the public record.
original documents. The contact information you give will be visible to searchers of the public record.	£ How to pay
Contact name DGA3	A fee of £13 is payable to Companies House in respect of each mortgage or charge
Company name Hill Dickinson LLP	
	Make cheques or postal orders payable to 'Companies House'
Address No 1 St Paul's Square	SZ Wilhom An and
Liverpool	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
Post town	
County/Region	For companies registered in England and Wales: The Registrar of Companies, Companies House,
Postcode L 3 9 S J	Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
Country	
DX	For companies registered in Scotland: The Registrar of Companies, Companies House,
Telephone 0151 600 8000	Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
✓ Certificate	DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)
We will send your certificate to the presenter's address if given above or to the Company's Registered Office if	For companies registered in Northern Ireland
you have left the presenter's information blank	The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street,
✓ Checklist	Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1
We may return forms completed incorrectly or	
with information missing.	Further information
Please make sure you have remembered the following	For further information, please see the guidance notes on the website at www companieshouse gov uk or
The company name and number match the information held on the public Register	email enquiries@companieshouse gov uk
You have included the original deed with this form	This form is available in an
You have entered the date the charge was created You have supplied the description of the instrument	alternative format. Please visit the
You have given details of the amount secured by	forms page on the website at
the mortgagee or chargee You have given details of the mortgagee(s) or	www.companieshouse.gov.uk
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	1



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4160315 CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED 28 SEPTEMBER 2010 AND CREATED BY AUSTIN PARK ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR TO ANY LOAN NOTE HOLDER 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 14 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 OCTOBER 2010



