

028687/221

In accordance with
Section 860 of the
Companies Act 2006

MG01**Particulars of a mortgage or charge**
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 on
company property. To do this, please
use form MG01s

THURSDAY



A57

ALOANO8C

14/10/2010

127

COMPANIES HOUSE

1**Company details**

Company number

0 4 3 2 1 7 9 9

Company name in full

 Ethel Austin Investment Properties (Foregate Street) Limited
(the 'Company')

 15. 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

2 8 10 09 2 0 1 0

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

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**')

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 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 infringement 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

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 Stephen George Laing as Loan Note Holder Security Trustee

Address 27 Ashburton Road

Prenton, Wirral

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, Cheshire

Postcode C W 6 9 B P

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 See Continuation Page

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>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</p> <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> (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

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

(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

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>'Accounting Principles' means accounting principles and practices generally accepted in England and Wales, consistently applied,</p> <p>'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),</p> <p>'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,</p> <p>'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,</p> <p>'Charged Property' means the assets mortgaged, charged or assigned to the Loan Note Holder Security Trustee by the Debenture,</p> <p>'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,</p> <p>'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,</p> <p>'Disposal Proceeds' has the meaning ascribed to it in the Facilities Agreement,</p> <p>'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),</p> <p>'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,</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	<p>'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,</p> <p>'Finance Documents' has the meaning ascribed to it in the Facilities Agreement,</p> <p>'Financial Indebtedness' means any indebtedness for or in respect of</p> <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> (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 <p>the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) (inclusive) above</p> <p>'Hedging Agreement' means the Hedging Agreement as defined in the Facilities Agreement,</p> <p>'Insurances' means all policies of insurance and all proceeds of them either now or in the future</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	<p>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,</p> <p>'Lease Document' has the meaning ascribed to it in the Facilities Agreement,</p> <p>'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),</p> <p>'Loan Note Holder' means the the persons listed in schedule 3 of this MG01,</p> <p>'Other Account' means the accounts specified in part 2 of schedule 4 of the Debenture namely,</p> <ul style="list-style-type: none"> (a) Account Number 45267790 Sort Code 60-13-19, (b) Account Number 45277931 Sort 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, <p>(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,</p> <p>'Permitted Joint Venture Agreement' means each agreement detailing the Permitted Joint Ventures (as defined in the Facilities Agreement),</p> <p>'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,</p> <p>'Property and Asset Management Agreement' has the meaning ascribed to it in the Facilities Agreement,</p> <p>'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</p> <ul style="list-style-type: none"> (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

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

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

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

Schedule 1

Property	Title No.	Freehold ("FH")/ Leasehold ("LH")	Owner	VAT elected?
83/85 Foregate Street, Chester, CH1 1HE	CH248385	FH	EPF	YES

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

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

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

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, Sally Louise Gaskell and Susan Edith Austin as trustees for the SE Austin 2002 Accumulation and Maintenance Settlement

MG01

Particulars of a mortgage or charge

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

nil

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  X

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 DGA3

Company name Hill Dickinson LLP

Address No 1 St Paul's Square

Liverpool

Post town

County/Region

Postcode

L

3

9

S

J

Country

DX

Telephone 0151 600 8000



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4321799
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28
SEPTEMBER 2010 AND CREATED BY ETHEL AUSTIN
INVESTMENT PROPERTIES (FOREGATE STREET) 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**



Companies House
— for the record —



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