

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 NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

THURSDAY



LD6

LQEIBISS

01/04/2010

23

COMPANIES HOUSE

1

Company details

Company number

0 4 4 4 9 9 4 1

Company name in full

Warner Active Management No 2 Limited ("the Company")

2

For official use

→ Filing 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 6 0 3 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

Debenture (the "Deed")

4

Amount secured

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

Amount secured

All monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety except for any obligation or liability which, if it were so included, would cause that obligation or liability or any Security Interest granted in respect of that obligation or liability to be unlawful or prohibited by any applicable law (the "Liabilities")

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	The Royal Bank of Scotland Plc (the "Security Trustee")		
Address	6th Floor 1 Spinningfields Square		
	Manchester		
Postcode	M 2 3 A P		
Name			
Address			
Postcode			

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1 By way of legal mortgage</p> <p>(a) each Property listed against the Company's name in Schedule 1 below, and</p> <p>(b) any other freehold or leasehold property now vested in the Company</p> <p>2 By way of fixed charge all of the Company's rights title and interest from time to time in and to each of the following including all rights of enforcement of the same</p> <p>(a) any freehold or leasehold property acquired after the date of the Deed,</p> <p>(b) the Relevant Contracts,</p> <p>(c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property and all guarantees and warranties in respect of any of them,</p> <p>(d) all easements, licences and other rights relating to a Property in which the Company has an interest,</p> <p>(e) the Accounts and any other accounts of the Company,</p> <p>(f) the Investments,</p> <p>(g) if applicable the Company's uncalled capital, and</p> <p>(h) the Company's goodwill</p> <p>3 By way of security assignment all of the Company's rights title and interest from time to time in and to each of the following including all rights of enforcement of the same</p> <p>(a) the Rents,</p> <p>(b) the Disposal Proceeds,</p> <p>(c) the JSED Proceeds,</p> <p>(d) all book debts and other debts and all other monies due and owing to it to the extent such book debts and other debts and all other monies due and owing to it are capable of assignment without infringing any contractual provision restricting the same existing on the date of the Deed,</p> <p>(e) all monies standing to the credit of the Accounts and any other accounts of the Company,</p> <p>(f) any insurances relating to a Property (save in respect of directors' liability) and the monies payable to it under any such insurances,</p>		

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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

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 *BHP LLP* X

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

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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 QEGI/AREI/RDJO/R0399 604

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 7760 1000



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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(g) the benefit of the copyright and similar rights vested in it in connection with a Property to the extent such copyright and similar rights are capable of assignment without infringing any contractual provisions restricting the same existing on the date of the Deed,
(h) all causes of action and other rights and remedies in which it has an interest to the extent such causes of action and such other rights and remedies are capable of assignment without infringing any contractual provisions restricting the same existing on the date of the Deed,
(i) each Hedging Arrangement and any monies payable under any Hedging Arrangement;
(j) the benefit of any monies paid or payable to it by way of compensation, endowment, gift, grant or otherwise, and
(k) any VAT recoveries

4. By way of floating charge all of the Company's assets, property and undertaking both present and future but excluding in the case of Warner Estate Investments Limited any shares in JSE Developments Limited

NOTES

1 The Deed contains a provision that at any time whilst an Event of Default is continuing
(a) the Security Trustee may convert any floating charge created by the Deed into a fixed charge, and
(b) each Chargor shall, on request of the Security Trustee, procure an absolute assignment of the Relevant Contracts subject to the provisions of Clause 8 (Discharge) of the Deed and without infringing the restrictions of the same existing at the date of the Deed

2 The Deed contains a provision that each Chargor shall execute and do at its own cost and in such form as reasonably required by the Security Trustee
(a) such further additional mortgages, charges, assignments, transfers and conveyances, and
(b) such assurances, deeds, documents, acts and things, as the Security Trustee may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed

3 The Deed contains a provision that if the Security Trustee so requests, each Chargor shall.
(a) serve a notice of assignment in respect of any Charged Asset other than the Accounts and use its reasonable endeavours to procure receipt of that notice, and
(b) affix or indorse (as appropriate) a notice of the security intended by the Deed on any Charged Asset,
in both cases in the form set out in Schedule 5 (Notices) of the Deed
mutatis mutandis

4 The Deed provides that each Chargor authorises the Security Trustee to make an application to the Land Registry on Form RX1 (or such other form as may be prescribed from time to time) to enter a restriction against dispositions of the relevant registered estate

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5 The Deed provides that following a Default which is continuing, the Security Trustee may (without notice to or consent from a Chargor and in that Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise.

6 The Deed provides that where two or more persons purport to create a Security Interest over a Charged Asset under the Deed then (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset, (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset, and (c) each person shall be deemed to have confirmed the Security Interest granted by the others

7. The Deed contains or incorporates the following definitions

"Account Bank" means The Royal Bank of Scotland plc or such other bank in England now or in the future with whom the Agent in consultation with the Parent nominates the Accounts are held

"Accounts" means each General Account, each Rent Account, the Rectification Account, the Disposal Proceeds Account, the Asset Management Accounts, the Warner Estate, Limited Account and such other accounts maintained by an Obligor under the Finance Documents

"Administrative Parties" means The Royal Bank of Scotland plc in its capacity as the Arranger, the Agent and the Security Trustee

"Agent" means means The Royal Bank of Scotland plc in its capacity as agent under the Finance Documents

"Apia Units" means the units in the Apia Regional Office Fund Unit Trust

"Asset Management Accounts" means each of the following accounts with the Account Bank in the name of the following Obligors

- (a) Warner Active Management No 2 Limited - 11099372
- (b) Warner Active Management No 4 Limited - 10857508
- (c) Ashtenne Asset Management Limited - 11100230
- (d) Apia Asset Management Limited - 10925074
- (e) Warner Estate (AM PM) Limited - 11138742

"Charged Assets" means each and all of the assets, property, undertaking and other interests of each Chargor which from time to time are assigned or charged or intended to be assigned or charged by the Deed and the subject matter of each of them

"Default" means any Event of Default or event or circumstance specified in Clause 25 (*Events of Default and Acceleration*) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

"Disposal Proceeds" means all capital monies or other sums or other consideration paid or payable in respect of the disposal of an Obligor's interest in all or any part of any Property, any shares or any Apia Unit which is the subject of a Security Document (as defined in the Facility Agreement) or any shares of JSE Developments Limited

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"**Disposal Proceeds Account**" means the account opened and/or maintained by Warner Estate Investments Limited with the Account Bank as a Disposal Proceeds Account in accordance with Clause 24 1 (*Establishment and maintenance of accounts*) of the Facility Agreement numbered 11144343

"**Event of Default**" means any event or circumstance specified in Clause 25 (*Events of Default and Acceleration*) of the Facility Agreement (whether or not declared)

"**Facility Agreement**" means a facility agreement dated 26 March 2010 and made between, amongst others, the Chargors (1) and the Security Trustee (as Agent and Arranger) (2) and any agreement entered into under or supplemental to it or amending, restating or novating it

"**Finance Document**" means each of the Facility Agreement, and also each Security Document, the Subordination Agreement, the Fees Letter, the Hedging Arrangement, the Utilisation Request, each Accession Letter, each Transfer Certificate, the Warrants, the Equity Raise Letter, the Interbank Agreement (all as defined in the Facility Agreement) and any other document so designated in writing by both the Parent and the Agent

"**Finance Party**" means each of the Administrative Parties, the Servicer, the Hedging Counterparty and the Lenders

"**General Account**" means each account opened and/or maintained or to be opened and/or maintained by JSE Developments Limited, Warner Estate Development (Folkestone) Limited, Warner Estate Investments Limited and James Smith & Sons (Horsham) Limited with the Account Bank as a General Account in accordance with Clause 24 1 (*Establishment and maintenance of accounts*) of the Facility Agreement numbered 11186232 in respect of Warner Estate Development (Folkstone) Limited and 11186224 in respect of Warner Estate Investments Limited

"**Hedging Arrangement**" means any currency swap or interest rate hedging arrangement in relation to currency fluctuations or interest payments under the Facility Agreement

"**Hedging Counterparty**" means The Royal Bank of Scotland plc

"**Investments**" means the existing or future interest of the relevant person in

- (a) the shares set out in Schedule 2 below,
- (b) bonds, units or any form of loan or other capital of or in any legal entity, and
- (c) any warrant or other right to acquire any such investment, in each case, including any income, offer, right or benefit in respect of any such investment but excluding for the avoidance of doubt any shares in JSE Developments Limited

"**JSED Proceeds**" means all capital or income monies or other consideration or dividends or other sums received or receivable in respect of a Chargor's interest in any shares in JSE Developments Limited (a company registered in England and Wales with company number 04163466)

"**Lender**" means

- (a) The Royal Bank of Scotland plc as Original Lender, and
- (b) any person which has become a Party in accordance with Clause 26 (*Changes to the Financial Parties*) of the Facility Agreement, which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement

"**New Borrower**" means any person which at any time becomes a Borrower in accordance with Clause 27 2 (*New Chargors and New Borrowers*) of the Facility Agreement

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"**New Chargor**" means any person which at any time becomes a Chargor in accordance with Clause 27.2 (*New Chargors and New Borrowers*) of the Facility Agreement.

"**Obligor**" means each of the Original Borrower, each New Borrower, each Original Chargor and each New Chargor

"**Occupational Lease**" means any leases and/or agreement for lease and/or licence or other occupational interest subject to which each Obligor's interest in a Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them

"**Original Borrowers**" means the persons listed in Schedule 3 below

"**Original Chargors**" means the persons listed in Schedule 4 below

"**Parent**" means Warner Estate Holdings PLC (registered in England with number 870816 whose registered office is at Nations House, 103 Wigmore Street, London W1U 1AE

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

"**Property**" means each Property details of which are set out in Schedule 1 below, including all

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it

"**Rectification Account**" means any account opened and maintained by the Account Bank for the purpose of holding any monies deposited with the Account Bank to rectify breaches of the Interest Cover Ratio (as defined in the Facility Agreement)

"**Relevant Contracts**" means each and all of

- (a) each contract in respect of any disposal of any Charged Asset,
- (b) each Occupational Lease,
- (c) any managing agent's agreement, and
- (d) any other agreements,

entered into from time to time in each case, including any guarantees or sureties entered into in respect of them

"**Rent**" means all sums paid or payable to or for the benefit of any Obligor arising from the letting, use or occupation of all or any part of any Property, including, without limitation

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for performance of any tenant's obligations,
- (c) proceeds of insurance in respect of loss of rent or interest on rent,
- (d) receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease,
- (e) any service charge payments,
- (f) proceeds paid for a breach of covenant or dilapidations under any Occupational Lease in relation to a Property and for expenses incurred in relation to any such breach,
- (g) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease,

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(h) any contribution by an occupational tenant of a Property to ground rent due under any Occupational Lease out of which an Obligor derives its interest in that Property,

(i) any payment from a guarantor or other surety in respect of any of the items listed in this definition,

(j) interest, damages or compensation in respect of any of the items in the definition, and

(k) any amount which represents VAT chargeable in respect of any such sum

"Rent Accounts" means accounts numbered 11185430, 11011076, 10944141, and 11186003 (sort code 16-24-06) in the name of respectively JSE Developments Limited, Warner Estate Development (Folkestone) Limited, Warner Estate Investments Limited and James Smith & Sons (Horsham) Limited opened and/or maintained with the Account Bank

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset

"Servicer" means each of

(a) The Royal Bank of Scotland plc,

(b) an Affiliate (as defined in the Facility Agreement) of the person referred to in paragraph (a) above, and

(c) such other person appointed by the Agent (acting upon the direction of the Majority Lenders, as defined in the Facility Agreement) to act as loan servicer under the Facility Agreement

"VAT" means value added tax or any similar or substitute tax

"Warner Estate, Limited Account" means the account opened and/or maintained by Warner Estate, Limited with the Account Bank numbered 10766111

Schedule 1 The Properties

	Registered Proprietor	Address of property	Title Number
1	Warner Estate Investments Limited	25 High Street, Southend on Sea, SS1 1JE	EX168686
2	Warner Estate Investments Limited	21 & 23 High Street, Southend on Sea, SS1 1JD	EX165064
3	Warner Estate Development (Folkestone) Limited	Land and buildings on the north east and south west sides of Gloucester Place, Folkestone	K627707

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4	Warner Estate Development (Folkestone) Limited	Land at Bus Station, Bouverie Place, Folkestone	K913936
5	Warner Estate Development (Folkestone) Limited	Land adjoining electricity sub-station site on the north west side of Oxford Terrace, Folkestone	K443502
6	Warner Estate Development (Folkestone) Limited	Freehold land being Former Electricity Sub Station Site Oxford Terrace, Folkestone	K945279
7	Warner Estate Development (Folkestone) Limited	Land at Bouverie Place, Folkestone, CT20 1SS	K820582
8	Warner Estate Investments Limited	Oceanaire House and Cardigan House, 133-137 Whitechapel High Street, London, EC1	EGL320338
9	Warner Estate Investments Limited	6a Lower Teddington Road, Kingston Upon Thames KT1 4ER	SGL514811
10.	Warner Estate Investments Limited	72 Victoria Road, Burgess Hill, RH15 9LH	WSX9691
11		74 Victoria Road, Burgess Hill, RH15 9LH	SX56182
12	Warner Estate Investments Limited	30, 32, 32a, 34 and 36 Chertsey Street, Guildford, GU1 4HD	SY358798
13	Warner Estate Investments Limited	Land and buildings on the South side of Petersfield Avenue, Slough	BK186999
14	Warner Estate Investments Limited	Gunnebo Entrance Control Ltd, Brambleside, Bellbrook Industrial Estate, Uckfield, TN22 1QQ	ESX171189

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15	Warner Estate Investments Limited	Land on the east side of Meadow Way, Tangmere, Chichester	WSX156872
16	Warner Estate Investments Limited	Land on the south east side of Meadow Way, Tangmere, Chichester	WSX194403
17	Warner Estate Investments Limited	Land on the east side of Meadow Way, Tangmere, Chichester	WSX151606
18	Warner Estate Investments Limited	Units 5, 6 and 7, Corinium Industrial Estate, Raans Road Amersham	BM233252
19	Warner Estate Investments Limited	Land at Sackville Road, Hove	ESX219827
20	Warner Estate Investments Limited	Land and buildings on the south side of Wingate Road Luton	BD33353
21	Warner Estate Investments Limited	Focus, Chapel Street, Long Eaton, Nottingham, NG10 1EQ	DY42707
22	Warner Estate Investments Limited	Freehold land, 42 and 44 Sandgate Road, Folkestone CT20 1DW and 1 Alexandra Gardens, Folkestone, CT20 1SS	K150169
23	Warner Estate Investments Limited	The freehold land being, 40 Sandgate Road, Folkestone CT20 1DW	K629411
24	Warner Estate Investments Limited	Freehold land at the back of 24 to 26 (all), Minories London, EC3N 1BQ	NGL810347
25	Warner Estate Investments Limited	Leasehold land on the eastern side of Minories, London	NGL818684

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26	Warner Estate Investments Limited	Freehold land 24 to 26 Minorities, London, EC3N 1BQ	NGL818686
27	Warner Estate Investments Limited	Freehold land being Sovereign Gate, 18 - 20 Kew Road Richmond, TW9 2NA	SGL294409
28	Warner Estate Investments Limited	Freehold land being, Goldvale House, 27 - 41 Church Street West, Woking, GU21 6DH	SY523342
29	Warner Estate Investments Limited	Freehold land, 1 to 8 Tanners Yard, London Road Bagshot, GU19 5HD, and	SY579747
30		8 Tanners Yard, London Road, Bagshot, GU19 5HD	SY600031
31	Warner Estate Investments Limited	Freehold land 32 - 38 and 42 - 48 (even numbers only), Bishopric Horsham, RH12 1QN	WSX313059
32	Warner Estate Investments Limited	Leasehold land at Units 1 & 2 Fallows Way, Whiston, Prescot, L35 1RZ	MS485962
33	Warner Estate Investments Limited	Freehold land on north west side of Deweys Lane, Lewes	ESX29849
34	James Smith & Sons (Horsham) Limited	39 - 53 Baddow Road, Chelmsford	ESX525520

Schedule 2 The Shares

Chargor		Number of shares
Warner Estate Property Management Limited	Apia Asset Management Limited	1
	Ashtenne Asset Management Limited	1000

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Warner Estate Asset Management Limited	Warner Estates (AM PM) Limited	1
	Radial Distribution Asset Management Limited	1
	Warner Active Management no 4 Limited	1
	Warner Active Management no 2 Limited	1
Warner Estate Investments Limited	James Smith & Sons (Horsham) Limited	100

Schedule 3 Original Borrowers

Borrowers	Jurisdiction of incorporation	Company Number
Company Name		
Warner Estate Holdings PLC	England	00870816
Wholly-owned portfolio		
Warner Estate Development (Folkestone) Limited	England	05286776
Warner Estate Investments Limited	England	06027592
Asset Management Companies		
Warner Active Management No 2 Limited	England	04449941
Warner Active Management No 4 Limited	England	05406337
Ashtenne Asset Management Limited	England	02767819
Apia Asset Management Limited	England	04390024
Radial Distribution Asset Management Limited	England	04450072
Warner Estate (AM PM) Limited	England	06815559
Others		
Warner Estate, Limited	England	04006417
Warner Estate Management Limited	England	03595380
Lancaster Holdings Limited	England	00636807
Principal Leasehold Properties Limited	England	04450326

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Ashtenne Holdings Limited	England	02468112
Warner Estate (Jersey) Limited	England	04330131

Schedule 4
Original Chargors

Chargors	Jurisdiction of incorporation	Company Number
Company Name		
Wholly-owned portfolio		
Warner Estate Development (Folkestone) Limited	England	05286776
Warner Estate Investments Limited	England	06027592
JSE Development Limited	England	04163466
Asset Management Companies		
Warner Estate Asset Management Limited	England	06472154
Warner Estate Property Management Limited	England	06472228
Warner Active Management No 2 Limited	England	04449941
Warner Active Management No 4 Limited	England	05406337
Ashtenne Asset Management Limited	England	02767819
Apia Asset Management Limited	England	04390024
Radial Distribution Asset Management Limited	England	04450072
Warner Estate (AM PM) Limited	England	06815559
Others		
Warner Estate, Limited	England	04006417
Warner Estate Management Limited	England	03595380
Lancaster Holdings Limited	England	00636807
Principal Leasehold Properties Limited	England	04450326
Ashtenne Holdings Limited	England	02468112
Warner Estate (Jersey) Limited	England	04330131
James Smith & Sons (Horsham) Limited	England	02210656

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Schedule 5 Chargors

Chargors	Jurisdiction of incorporation	Registered number
Warner Estate Developments (Folkestone) Limited	England & Wales	05286776
Warner Estate Investments Limited	England & Wales	06027592
Warner Active Management No 2 Limited	England & Wales	04449941
Warner Active Management No 4 Limited	England & Wales	05406337
Ashtenne Asset Management Limited	England & Wales	02767819
Apia Asset Management Limited	England & Wales	04390024
Radial Distribution Asset Management Limited	England & Wales	04450072
Warner Estate (AM PM) Limited	England & Wales	06815559
Warner Estate Asset Management Limited	England & Wales	06472154
Warner Estate Property Management Limited	England & Wales	06472228
James Smith & Sons (Horsham) Limited	England & Wales	02210656



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 4449941
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 MARCH
2010 AND CREATED BY WARNER ACTIVE MANAGEMENT NO 2
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 1 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 APRIL 2010

Dt
31.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES