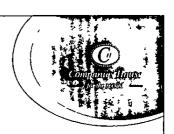
In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



	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 fo You cannot use this form to particulars of a charge for company To do this, please form MG01s A20	*A13DHXHT* 24/02/2012 #115 COMPANIES HOUSE
1	Company details	For official use
Company number	0 6 8 2 4 9 7 8	→ Filling in this form
Company name in full	Kingscrown Properties (Lancaster) Limited	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	$\begin{bmatrix} d_2 & d_3 \end{bmatrix}$ $\begin{bmatrix} m_0 & m_2 \end{bmatrix}$ $\begin{bmatrix} y_2 & y_0 & y_1 \end{bmatrix}$	
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'	
4	Amount secured Please give us details of the amount secured by the mortgage or charge	
Amount secured	ricase give as actains or the amount secured by the mortgage or charge	Continuation page
	All money and liabilities then or at any time thereafter due, owing or incurred to Lloyds TSB Bank plc ("the Bank") from either the Company or any one or more of the other parties to the Agreement (other than the Bank) being at the date hereof the following	Continuation page Please use a continuation page if you need to enter more details
	incurred to Lloyds TSB Bank plc ("the Bank") from either the Company or any one or more of the other parties to the Agreement	Please use a continuation page if
	incurred to Lloyds TSB Bank plc ("the Bank") from either the Company or any one or more of the other parties to the Agreement (other than the Bank) being at the date hereof the following	Please use a continuation page if
	incurred to Lloyds TSB Bank plc ("the Bank") from either the Company or any one or more of the other parties to the Agreement (other than the Bank) being at the date hereof the following Kingscrown Properties Limited (03299740)	Please use a continuation page if
	incurred to Lloyds TSB Bank plc ("the Bank") from either the Company or any one or more of the other parties to the Agreement (other than the Bank) being at the date hereof the following Kingscrown Properties Limited (03299740) Wingwise Limited (01300949)	Please use a continuation page if

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	Lloyds TSB Bank plc		
Address	Leeds Securities Centre, Dept, 1332, 1 Lovell Park Road		
	Leeds		
Postcode	LS 1 NS		
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	
	Any sum or sums standing to the credit of any present or future accounts of the Companies with Bank, whether such accounts are in the sole name of any of the Companies or in the joint name two or more of the Companies including any accounts in the Bank's name with any designation which includes the name(s) of any one or more of the Companies, whether such accounts be denominated in sterling or any other currency or currency unit, and the debt or debts from time time owing by the Bank represented by any such sum or sums (each such sum and debt being "Credit Balance") NOTE By Clause 4 7 of the Agreement, each of the Companies agreed that it would not (without the prior written consent of the Bank) assign, mortgage, charge, secure or otherwise confer upony third party any right, title or interest in or to any Credit Balance, or otherwise dispose of any Credit Balance or agree to do any such thing, or allow any such third party right, title or interest subsist (except in each case in favour of, or upon, the Bank) "Companies" means the Company and the other companies and/or limited liability partnerships listed above in the description of the Amount secured and any company and/or limited liability partnership who executes a deed acceding to the Agreement but excluding any company and/or limited liability partnership released pursuant to the Agreement as from the date of its release		

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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	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	<u> </u>
	Please sign the form here	
Signature	Signature X	
	This form must be signed by a person with an interest in the registration of the charge	

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Important information Please note that all information on this form will appear on the public record.
1
色 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 t 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
DA 33030 Cardin
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
Tip 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. 6824978 CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN OMNIBUS GUARANTEE AND SET-OFF AGREEMENT DATED 23 FEBRUARY 2012 AND CREATED BY KINGSCROWN PROPERTIES (LANCASTER) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE COMPANIES NAMED THEREIN TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 24 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 FEBRUARY 2012



