

MR01

Particulars of a charge

Laserform

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A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

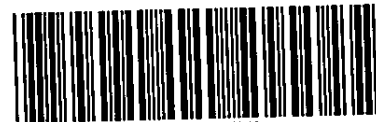
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR09

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
charge. If the form is delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record. **Do not send the original**



A11 *A46JWTHU* #43
02/05/2015
COMPANIES HOUSE

1 Company details

Company number 0 8 4 5 7 4 6 9

Company name in full Ainsworth Estates Ltd

2 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 Charge creation date

Charge creation date d 3 d 0 m 0 m 4 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name National Westminster Bank Plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Not applicable

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Adrian Gaddard LLP X

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

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Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name DSOUK/54656-2017

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region Greater Manchester

Postcode

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Country United Kingdom

DX 14301 Manchester

Telephone 0161 934 6000

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8457469

Charge code. 0845 7469 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2015 and created by AINSWORTH ESTATES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2015.

Given at Companies House, Cardiff on 12th May 2015



Companies House



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

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

Addleshaw Goddard LLP

DATE 1/5/15

Debenture Company (0910)

ADDLESHAW GODDARD LLP

THIS DOCUMENT AND THE BANK'S DEBENTURE TERMS TOGETHER FORM AN IMPORTANT
DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Owner Ainsworth Estates Limited Registered No: 08457469

Bank: National Westminster Bank Plc

The Bank's Debenture Terms form part of this deed and are available to be read and printed online

To access the terms go to www.natwest.com/terms and enter **deb0910**, or a copy can be obtained
from the Owner's Relationship Manager or the contact at the Bank who supplied this deed

1 Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1 1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank
- 1 2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with
 - 1 2 1 the **Property** charged by Clause 2. References to Property include any part of it
 - 1 2 2 taking, perfecting, protecting, enforcing or exercising any power under this deed

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, gives to the Bank

- 2 1 a fixed charge over the following property of the Owner, owned now or in the future
 - 2 1 1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land
 - 2 1 2 all plant and machinery, including any associated warranties and maintenance contracts
 - 2 1 3 all the goodwill of the Owner's business
 - 2 1 4 any uncalled capital
 - 2 1 5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities
- A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others
- 2 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights
 - 2 1 7 the benefit of any hedging arrangements, futures transactions or treasury instruments
 - 2 2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank

3. Appointment of Receiver or Administrator

The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner

4. Restrictions

The Owner will not, without the Bank's consent

- 4 1 permit or create any mortgage, standard security, charge or lien on the Property
- 4 2 dispose of the Property charged by Clause 2 1
- 4 3 dispose of the Property charged by Clause 2 2, other than in the ordinary course of business
- 4 4 call on, or accept payment of, any uncalled capital
- 4 5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements
- 4 6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting
- 4 7 dispose of, part with or share possession or occupation of any of its Land

Executed and Delivered as a deed by
the Owner

)
)
)
)

Director

Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of

Witness' signature

Witness' name in full

Address

Occupation

STEPHEN JOHN DANIEL

FIRST FLOOR, 50 FAULKNER STREET, MANCHESTER, M1 4FH

SOLICITOR

Date

3 0 0 4 1 5

You must date
the document

Signed for the Bank
