

150883/26

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 on a company. To do this, use form MG01s

MONDAY



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03/09/2012

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COMPANIES HOUSE

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1

Company details

Company number

0 8 1 2 1 5 6 7

Company name in full

inspiredspaces Nottingham (Holdings2) Limited

("HoldCo")

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

d2 d4 m0 m8 y2 y0 y1 y2

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Debenture (the "Debenture")

4

Amount secured

Amount secured

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

All present and future liabilities (actual or contingent) payable or owing by any Obligor to any Finance Party under the Finance Documents whether or not matured and whether or not liquidated and whether solely or jointly with one or more persons and whether as principal debtor or guarantor or surety, except for any which, if it were so included, would result in the Debenture contravening any law (the "Secured Obligations")

Please see continuation sheet for definitions

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 Aviva Public Private Finance Limited as security trustee

Address for each of the Finance Parties (the "Security Trustee")

Sentinel House, 37 Surrey Street, Norwich

Postcode N R 1 3 N J

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 Please see continuation sheet.

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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.

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 870)

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 866) 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

Signature

X

For and on behalf of Maclay Murray & Spens 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 MDD/JSW/AVI/6/1007

Company name Maclay Murray & Spens LLP

Address Quartermile One

15 Lauriston Place

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 E P

Country United Kingdom

DX ED137

Telephone 0131 228 7000



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

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Fixed charges</p> <p>HoldCo charges by way of first fixed charge</p> <ol style="list-style-type: none"> 1 all estates or interests in any Real Property now or hereafter belonging to it, 2 all its rights under any agreement relating to the purchase of any freehold or leasehold property, 3 all its rights under any occupational lease, licence or other right of occupation, 4 all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession, 5 all monies standing to the credit of the Project Accounts (other than the HoldCo Distribution Account) and the debts represented by them and all its rights in each such account, 6 all monies standing to the credit of any account (other than a Project Account) maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts, 7 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing, 8 all its rights under any Treasury Transaction, 9 its goodwill, 10 its uncalled capital, 11 the Shares, 12 all its right, title and interest in any Investment including all rights which HoldCo may have at any time against any clearance or settlement system or any custodian in respect of any Investment, 13 all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest, and 14 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph in this paragraph and the right to recover and receive all compensation which may be payable to it in respect of them <p>Exceptions to fixed security</p> <p>The fixed security from time to time created by the Debenture does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated</p> <p>Assignment by way of security</p> <p>To the extent not validly and effectively charged by way of first fixed charge pursuant to Clause 3.2 (<i>Fixed charges</i>) of the Debenture, HoldCo assigns and agrees to assign absolutely all of its right, title and interest in</p> <ol style="list-style-type: none"> 1 each of the Assigned Documents, and 2 all the Insurance Policies taken out by it or on its behalf or (to the extent of

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies, and</p> <p>3 the benefit of any other agreement to which it is party, any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it</p> <p>Floating Charge</p> <p>HoldCo charges by way of first floating charge the whole of its property (including uncalled capital) comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not otherwise effectively charged or assigned pursuant to the foregoing provisions of this paragraph</p> <p>Automatic crystallisation of floating charge</p> <p>The floating charge created by Clause 3 5 (<i>Floating charge</i>) of the Debenture shall immediately upon the occurrence of the relevant event convert into a fixed charge in respect of</p> <p>any Charged Asset which shall without the prior written consent of the Security Trustee become subject to a fixed charge in favour of any person other than the Security Trustee,</p> <p>any Charged Asset in respect of which any person shall levy, or attempt to levy, any distress, diligence, execution, sequestration or other similar process,</p> <p>all Charged Assets if an Administrator is appointed by the Security Trustee or the Security Trustee receives notice of an intention to appoint an Administrator, or</p> <p>all Charged Assets on the convening of any meeting of the members of HoldCo to consider a resolution to wind up HoldCo (or not to wind up HoldCo)</p> <p>Crystallisation on notice of floating charge</p> <p>The Security Trustee may at any time</p> <p>after the security created by the Debenture has become enforceable in accordance with Clause 10 (<i>When security becomes enforceable</i>) of the Debenture, or</p> <p>if HoldCo fails to comply or takes or threatens to take any action which in the reasonable opinion of the Security Trustee is likely to result in it failing to comply with its obligations under Clause 6 (<i>Restriction on dealings</i>) of the Debenture, or</p> <p>if the Security Trustee considers that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, or are otherwise in jeopardy, or</p> <p>if the Security Trustee considers that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding-up of HoldCo,</p> <p>by giving notice in writing to that effect to HoldCo convert the floating charge created by Clause 3 5 (<i>Floating charge</i>) of the Debenture into a fixed charge as regards any asset specified in such notice The conversion shall take effect immediately upon the giving of the notice</p> <p>Qualifying floating charge</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3 5 (<i>Floating charge</i>) of the Debenture so that the floating charge created by Clause 3 5 (<i>Floating charge</i>) of the Debenture shall be a "qualifying floating charge" for the purposes of that paragraph</p>	

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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

Restrictions on Dealings

Save as permitted by the Facilities Agreement, HoldCo will not create, or permit to subsist, any Security on any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets

DEFINITIONS

Terms defined in the Facilities Agreement, unless otherwise defined within the Debenture or unless a contrary intention appears, bear the same meaning when used in the Debenture

"Acceptable Letter of Credit" means a letter of credit which

- (a) shall be issued in favour of an Obligor and the Security Trustee by an Approved Bank,
- (b) has, from time to time, a residual maturity of not less than one (1) Month, and
- (c) is in full force and effect

"Account Bank" means Barclays Bank Plc acting through its branch at 1 Churchill Place, London

"Account Bank Agreement" means the accounts agreement dated 24 August 2012 between the Borrower, HoldCo, the Account Bank, the Original Lender and the Security Trustee

"Administrator" means any person appointed as an administrator pursuant to paragraph 26 of Schedule B1 of the Insolvency Act

"Approved Bank" means

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or
- (b) any other bank or financial institution approved by the Lender

"Architect" has the meaning given to it in the Facilities Agreement

"Assets" means in relation to an Obligor, all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital wherever situated

"Assigned Documents" means the documents listed in schedule 1 (Assigned Documents) of the Debenture (a copy of which is attached to this form MG01) together with any other documents relating to the Project entered into from time to time by HoldCo

"Authority" means Nottingham City Council whose principal office is at Loxley House, Station Street, Nottingham, NG2 3NG

"BSFI" means Building Schools for the Future Investments LLP a limited liability partnership registered in England with number OC320795

"Borrower" means inspiredspaces Nottingham (Projectco2) Limited, a company incorporated in England with registered number 08121929 and having its registered office at 24 Birch Street, Wolverhampton, WV1 4HY

"Borrower Debenture" means the debenture dated 24 August 2012 creating fixed and floating security over the Assets of the Borrower in favour of the Security Trustee

"Building Contractor" means Carillion Construction Limited a company incorporated in England

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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

with registered number 00594581 and having its registered office at 24 Birch Street, Wolverhampton, West Midlands, WV1 4HY

"**Building Contractor Direct Agreement**" means the direct agreement dated 24 August 2012 between the Borrower, the Building Contractor, the Building Contractor Guarantor and the Security Trustee

"**Building Contractor Guarantor**" means Carillion plc a company incorporated in England with registered number 03782379 and having its registered office at 24 Birch Street, Wolverhampton, West Midlands, WV1 4HY

"**Charged Assets**" means the assets, rights and undertaking of HoldCo from time to time mortgaged, charged or assigned to the Security Trustee by or pursuant to the Debenture

"**Consulting Engineer**" has the meaning given to it in the Facilities Agreement

"**CIL Reserve Account**" means the account opened or to be opened by the Borrower with the Account Bank called the "CIL Reserve Account" as detailed in Schedule 1 of the Account Bank Agreement or any successor account

"**CPF**" means Carillion Private Finance (Education) (2012) Limited, a company registered in England with registered number 08113991 whose registered office is at 24 Birch Street, Wolverhampton, WV1 4HY

"**Delegate**" means any delegate, agent, attorney or co trustee appointed by the Security Trustee

"**Direct Agreements**" means

- (a) the Lender's Direct Agreement,
- (b) the Building Contractor Direct Agreement,
- (c) the FM Contractor Direct Agreement, and
- (d) any other agreement or document which the Lender may from time to time designate as a "Direct Agreement" with the consent of the Borrower

"**Equity Letter of Credit**" means the letter of credit issued on or around the date of the Facilities Agreement by Credit Agricole Corporate and Investment Bank relative to CPF's obligations to subscribe for HoldCo Loan Notes

"**Facilities Agreement**" means the facilities agreement dated 24 August 2012 between, *inter alia*, the Borrower, HoldCo (as Guarantor) and Aviva Public Private Finance Limited as Lender and Security Trustee

"**Finance Documents**" means

- (a) the Facilities Agreement,
- (b) the Security Documents,
- (c) the Intercreditor Deed,
- (d) the Account Bank Agreement,
- (e) the Joint Insurance Account Agreement,
- (f) the Direct Agreements,
- (g) the Lender's Collateral Warranties,

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(h) the Equity Letter of Credit, and any Acceptable Letter of Credit;</p> <p>(i) each other document executed from time to time pursuant to any of the foregoing to which the Borrower and any Finance Party is a party, and</p> <p>(j) any other agreement or document which the Lender may from time to time designate as a Finance Document with the prior consent of the Borrower.</p> <p>"Finance Party" means the Security Trustee, the Original Lender, any New Lender and any Delegate</p> <p>"FM Agreement" means the facilities management contract dated 24 August 2012 between the FM Contractor and the Borrower</p> <p>"FM Contractor" means Carillion Services Limited a company incorporated in England with registered number 03011791 and having its registered office at 24 Birch Street, Wolverhampton, West Midlands, WV1 4HY</p> <p>"FM Contractor Direct Agreement" means the direct agreement dated 24 August 2012 between the Borrower, the Security Trustee, the FM Contractor and the FM Contractor Guarantor in respect of the FM Agreement</p> <p>"FM Contractor Guarantor" means Carillion plc a company incorporated in England with registered number 03782379 and having its registered office at 24 Birch Street, Wolverhampton, West Midlands, WV1 4HY</p> <p>"HoldCo Loan Note Instrument" means the loan note instrument dated on or around the date of the Facilities Agreement constituting the HoldCo Loan Notes</p> <p>"HoldCo Loan Notes" means 12% unsecured loan notes 2038 issued or to be issued by HoldCo pursuant to the HoldCo Loan Note Instrument</p> <p>"Insolvency Act" means the Insolvency Act 1986.</p> <p>"Insurance Policy" means any policy of insurance or assurance in which HoldCo may at any time have an interest</p> <p>"Intellectual Property Rights" means</p> <p>(a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not, and</p> <p>(b) the benefit of all applications for and rights to use any such assets</p> <p>"Intercreditor Deed" means an intercreditor deed dated 24 August 2012 between, <i>inter alia</i>, the Borrower, HoldCo (as Guarantor) and Aviva Public Private Finance Limited as Lender and Security Trustee</p> <p>"Investments" means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by HoldCo or in which HoldCo has an interest (including all Authorised Investments) together in all cases with all Related Rights</p> <p>"Joint Insurance Account" means the account opened or to be opened by the Borrower and the Authority with the Account Bank called the "Joint Insurance Account" as detailed in Schedule 1 of the Accounts Agreement or any successor account</p> <p>"Joint Insurance Account Agreement" means the agreement of that name entered into among the Authority, the Borrower, the Security Trustee and the Account Bank dated 24 August 2012, together with the operating mandates in respect of the Joint Insurance Account</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Lender" means

- (a) the Original Lender, and/or
- (b) any New Lender

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement

"Lender's Collateral Warranties" means the collateral warranties between the Security Trustee and

- (a) the Architect,
- (b) the Structural Engineer,
- (c) the Mechanical and Electrical Engineer,
- (d) the Consulting Engineer, and
- (e) the Principal Building Subcontractor,

and "Lender's Collateral Warranty" means any of them

"Lender's Direct Agreement" means the direct agreement dated 24 August 2012 between the Borrower, the Security Trustee and the Authority in respect of the Project Agreement

"LEP" means inspiredspaces Nottingham Limited, a company incorporated in England and Wales with registered number 06506329 and having its registered office at 24 Birch Street, Wolverhampton, WV1 4HY

"Mechanical and Electrical Engineer" has the meaning given to it in the Facilities Agreement

"New Lender" shall have the meaning given to it in Clause 27 3 (Assignments and transfers by the Lender) of the Facilities Agreement

"Obligor" means each of the Borrower and HoldCo

"Original Lender" means Aviva Public Private Finance Limited as original lender

"Principal Building Subcontractor" has the meaning given to it in the Facilities Agreement

"Project" means the financing, design, construction, testing, commissioning, operation, management and maintenance of the School or the other parts of the Works pursuant to the terms of the Project Agreement and activities ancillary or related to such purposes as contemplated by Clause 3 (Purpose) of the Facilities Agreement

"Project Agreement" means the agreement relating to the design, construction of the Works and the servicing and maintenance of the School dated on or about the date of the Facilities Agreement between the Borrower and the Authority for the implementation of the Project

"Project Account" means each of the CIL Reserve Account, Compensation Account, the Distribution Account, the HoldCo Distribution Account, the Insurance Proceeds Account, the Joint Insurance Account, the Maintenance Reserve Account, the Proceeds Account, the Operation Account and the Retention Account (all as defined in the Facilities Agreement) in the name of HoldCo and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Project Account is transferred, and
- (b) any account which is a successor to a Project Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Project

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Short particulars	<p>Account is transferred for investment or administrative purposes</p> <p>"PSP" means inspiredspaces Nottingham (PSP 3) Limited, a company registered in England with registered number 08121731 whose registered office is at 24 Birch Street, Wolverhampton, WV1 4HY</p> <p>"Real Property" means any present or future freehold or leasehold property in which HoldCo has an interest and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of HoldCo in respect of that property and any monies paid or payable in respect of those covenants</p> <p>"School" has the meaning given to it in the Project Agreement</p> <p>"Security Documents" means</p> <ul style="list-style-type: none"> (a) the Debenture, (b) the Borrower Debenture, (c) all agreements and other documents executed from time to time pursuant to any of the foregoing or otherwise creating or evidencing (or expressing to create or evidence) any security on any of the Assets in respect of the obligations of any Obligor under any of the Finance Documents, and (d) any other agreement or document which the Security Trustee may from time to time designate as a Security Document with the consent of the Borrower <p>"Shares" means the shares listed in Schedule 3 (<i>Shares</i>) (a copy of which is attached to this form MG01) of the Debenture together with all Related Rights</p> <p>"Sponsors" means PSP, LEP, CPF, BSFI and the Authority, in their capacity as investors and/or subordinated lenders to HoldCo</p> <p>"Structural Engineer" has the meaning given to it in the Facilities Agreement.</p> <p>"Treasury Transaction" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price</p> <p>"Works" has the meaning given to it in the Project Agreement</p> <p>Any reference in the Debenture to the Facilities Agreement, a Finance Document, or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as from time to time amended, novated, supplemented, replaced, extended, or restated in the whole or in part</p>

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SCHEDULE 1**ASSIGNED DOCUMENTS**

Parties	Description
Chargor Borrower PSP BSFI LEP Authority	HoldCo Shareholders' Agreement
Chargor Borrower Authority inspiredspaces Nottingham (PSP1) Limited PSP LEP CPF BSFI Lender Security Trustee	Equity Subscription Agreement
Chargor Borrower Manager	Management Services Agreement
Chargor Borrower	On Loan Agreement
Chargor BSFI	BSFI Loan Agreement
Chargor LEP	LEP On-Loan Agreement
Chargor Authority	Authority/HoldCo Loan Agreement
Chargor ProjectCo Credit Agricole Corporate &	Standby Letter of Credit

Parties	Description
Investment Bank	

SCHEDULE 3**SHARES**

Registered owner	Company in which shares held	Registered No.	Class and nominal value of shares	Number of shares
INSPIREDSPACES NOTTINGHAM (HOLDINGS2) LIMITED	INSPIREDSPACES NOTTINGHAM (PROJECTCO2) LIMITED	08121929	Ordinary shares of £1	10,000



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

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

COMPANY NO. 8121567
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 AUGUST
2012 AND CREATED BY INSPIREDSPACES NOTTINGHAM
(HOLDINGS2) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE BY ANY OBLIGOR TO ANY FINANCE PARTY
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 3 SEPTEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 SEPTEMBER
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES