

MG01

Particulars of a mortgage or charge



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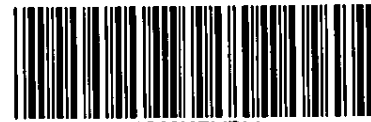
A fee is payable with this form.

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 for**
You cannot use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland. To do this, you must use
form MG01s

WEDNESDAY



SCT

S22MRVRL

20/02/2013

#3

COMPANIES HOUSE

For official use
n, please
at
e gov uk

1 Company details

Company number 0 0 0 4 8 9 4 5

Company name in full New Cavendish Estates Limited (the "Chargor")

3 4 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 d1 d5 m0 m2 y2 y0 y1 y3

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 "Charge")

4 Amount secured

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

Amount secured All moneys, all obligations and liabilities now or hereafter due, owing
or incurred by the Chargor to the Bank when the same become due
for payment or discharge whether by acceleration or otherwise, and
whether such moneys, obligations or liabilities are expressed or
implied, present, future or contingent, joint or several, incurred as
principal or surety, originally owing to the Bank or purchased or
otherwise acquired by it, denominated in sterling or in any other
currency, or incurred on any banking account or in any other manner
whatsoever (the "Secured Liabilities")

Continuation page
Please use a continuation page if
you need to enter more details

MG01

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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 Svenska Handelsbanken AB (publ) (the "Bank")

Address 4M Building, Malaga Avenue

Manchester Airport, Manchester

Postcode M 9 0 3 R R

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

1 The Chargor charges to the Bank with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future by way of fixed charge

- (a) all estates or interests in any freehold or leasehold property in England and Wales now or hereafter belonging to the Chargor,
- (b) all other interests belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use land,
- (c) the benefit of all other agreements relating to the Property to which it is or may become a party or otherwise entitled,
- (d) all plant and machinery owned by the Chargor and its interest in any plant and machinery in its possession,
- (e) all Shares held by it and/or any nominee on its behalf and all Related Rights,
- (f) all benefits in respect of the Insurances including all claims and the refund of any premiums,
- (g) its rights under the appointment of any managing agent of any of the Properties,
- (h) the Deposits,

(i) all of its book debts,

(ii) all of its other debts, and prepayments, the proceeds of the same and all monies due and owing to it, and

(iii) the full benefit of all Security Interests, Collateral Instruments and other rights relating to any of the foregoing,

(i) all its goodwill and uncalled capital from time to time, and

(j) the benefit of all Authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets

2 The Chargor charges to the Bank as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property, rights and assets whatsoever and wheresoever both present and future, other than any property, rights or assets from time to time effectively charged by way of fixed charge pursuant to paragraph 1 above

Please see continuation sheet

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>Definitions -</p> <p>"Authorisations" means all authorisations, consents and permits issued by any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings,</p> <p>"Charged Assets" means all the undertaking, property and assets of the Chargor described in clauses 3 1 (<i>fixed charge</i>) and 3 2 (<i>floating charge</i>) of the Charge, including any part thereof and any interest therein,</p> <p>"Collateral Instruments" means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person,</p> <p>"Deposits" means any and all sums for the time being standing to the credit of, and the debt represented by, any bank account maintained by the Chargor or in which the Chargor has an interest,</p> <p>"Insurances" means all contracts or policies of insurance in which the Chargor from time to time has an interest,</p> <p>"Properties" means the assets of the Chargor described in clause 3 1(a) (<i>fixed charge</i>) of the Charge and all present and future heritable and leasehold property in Scotland now or hereafter vested in the Chargor together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting such property (each a "Property"),</p> <p>"Related Rights" means any dividend, interest or other amount (cash or otherwise) paid or payable in relation to any Share and any shares, stocks, securities, rights, money, assets or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, distribution, bonus, allotment, preference, under option rights or otherwise,</p> <p>"Security Interest" means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, right of setoff, trust arrangement for the purpose of providing security or any other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect, and</p> <p>"Shares" means the Chargor's interests in any share in the share capital of any person</p>	

MG01

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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 N/A

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).

9 Signature

Please sign the form here

Signature

Signature

X  X

For and on behalf of Burness Paull & Williamson LLP

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

MG01

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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 David Harris

Company name BURNES PAULL & WILLIAMSONS
LLP

Address 120 Bothwell Street

Post town Glasgow

County/Region

Postcode G 2 7 J L

Country

DX GW154 GLASGOW

Telephone 0141 248 4933



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. 48945
CHARGE NO. 34**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 15
FEBRUARY 2013 AND CREATED BY NEW CAVENDISH
ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO SVENSKA
HANDELSBANKEN AB (PUBL) ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 20 FEBRUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 FEBRUARY
2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

