

017276/13  
**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 reg  
particulars of a charge for a Sec  
company. To do this, please use  
form MG01s

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19/08/2011

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COMPANIES HOUSE

For official use

## 1 Company details

Company number 0 0 0 5 1 4 9 1  
Company name in full Nestle UK Limited (the Chargor)

→ 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 d1 d2 m0 m8 y2 y0 y1 y1

## 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 Charge over Accounts (the Charge)

## 4 Amount secured

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

Amount secured All Obligations from time to time incurred by an  
Employer arising under or in connection with the  
Pension Fund Documents (the Secured Obligations)  
provided that the maximum amount recoverable under  
the Charge shall not exceed the aggregate of (i)  
the Charged Assets and (ii) costs pursuant to  
clause 12 1 and interest pursuant to clause 13 4 of  
the Charge

Unless defined above, all definitions are set out  
in part 6 of this form

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

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## 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

Nestle UK Pension Trust Ltd (as trustee of the Nestle UK Pension Fund)  
(the Chargee)

Address

St George's House, Croydon, Surrey

Postcode

C R 9 1 N 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

By way of first fixed charge, all of the Rights which the Chargor now has and all of the Rights which the Chargor obtains at any time in the future in the Accounts and in any Rights accruing to, derived from or otherwise connected with them (including, but not limited to, proceeds, insurances, guarantees and Security)

**Definitions****Account means**

- (a) an account described in Schedule 2 (Accounts) to the Charge (being an account held at HSBC Bank PLC named 'Nestle UK Ltd Special A/C' held by the Chargor with account number 69842549 and sort-code 40-05-15),
- (b) any account that replaces an account described in Schedule 2 (Accounts) to the Charge, and
- (c) any account established after the date of the Charge which is designated as an Account by the Chargor and the Chargee at or about the time of its establishment

**Charged Assets** means those assets which are from time to time the subject of clause 3.2 of the Charge (as set out in the Short Particulars above at part 6)

**Chargee Security Document** means a document creating or evidencing Chargee Security

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="363 376 1037 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="363 432 1471 521"><b>Chargee Security</b> means the Security created by the Charge and any other existing or future Security granted by the Chargor to the Chargee to secure the payment and discharge of the Secured Obligations</p> <p data-bbox="363 555 1471 645"><b>Disposal</b> means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of any person other than the Chargee, but not the creation of Security</p> <p data-bbox="363 678 1471 768"><b>Employer</b> means the Chargor and any company which is a Nestle Company for as long as such company remains a Nestle Company and which is a participating employer in the Fund</p> <p data-bbox="363 801 917 835"><b>Fund</b> means the Nestle UK Pension Fund</p> <p data-bbox="363 857 1471 925"><b>Fund Trust Deed and Rules</b> means the trust deed and rules dated 20 March 2009 as amended or replaced from time to time, which govern the Fund</p> <p data-bbox="363 947 1471 1014"><b>Nestle Company</b> means a company, of which at least 80% of its share capital is owned by Nestle SA or its Subsidiaries</p> <p data-bbox="363 1037 1471 1126"><b>Obligations</b>, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are (but not limited to)</p> <ul data-bbox="395 1137 1471 1507" style="list-style-type: none"> <li>(a) to pay money or to perform (or not to perform) any other act,</li> <li>(b) express or implied,</li> <li>(c) present, future or contingent;</li> <li>(d) joint or several,</li> <li>(e) incurred as a principal or surety or in any other manner, or</li> <li>(f) originally owing to the person claiming performance or acquired by that person from someone else</li> </ul> <p data-bbox="363 1529 782 1563"><b>Pension Fund Documents</b> means</p> <ul data-bbox="395 1574 1471 1809" style="list-style-type: none"> <li>(a) the Fund Trust Deed and Rules,</li> <li>(b) the Schedule of Contributions,</li> <li>(c) the Charge and any other Chargee Security Document, and</li> <li>(d) any other document designated as such by the Chargor and the Chargee at any time</li> </ul> <p data-bbox="363 1832 1471 1899"><b>Receiver</b> means one or more receivers or managers appointed, or to be appointed, under the Charge</p> <p data-bbox="363 1921 1471 1989"><b>Right</b> means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary</p> <p data-bbox="363 2011 1471 2045"><b>Schedule of Contributions</b> means the Fund's schedule of contributions under</p>

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>section 227 of the Pensions Act 2004</p> <p><b>Security means</b></p> <ul style="list-style-type: none"> <li>(a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,</li> <li>(b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to financial indebtedness and which has the same commercial effect as if security had been created over it, and</li> <li>(c) any right of set-off created by agreement</li> </ul> <p><b>Subsidiary</b> has the meaning given to it in section 1159 of the Companies Act 2006</p> <p><u>Restrictions and Powers</u></p> <ul style="list-style-type: none"> <li>1 The Charge contains a prohibition on Disposal and negative pledge in respect of the Charged Assets at clause 4 of the Charge</li> <li>2 The Charge contains a power of attorney in favour of the Chargee at clause 10 6 of the Charge</li> <li>3 The Charge contains the power to appoint a Receiver of all or any part of the Charged Assets at clause 8 2(b) of the Charge</li> </ul>	

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## Particulars of a mortgage or charge

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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

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### 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 Sackor & Partners LLP X

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

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## Particulars of a mortgage or 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 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 **Andrew Bradshaw**

Company name  
**Sacker & Partners LLP**

Address **20 Gresham Street**

Post town **London**

County/Region

Postcode **E C 2 V 9 J E**

Country **UK**

DX **42615 CHEAPSIDE**

Telephone **0207 329 6699**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

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

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

COMPANY NO. 51491  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNTS  
DATED 12 AUGUST 2011 AND CREATED BY NESTLE UK LTD.  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO THE EMPLOYER 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 19  
AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 AUGUST 2011

**THIS CERTIFICATE HAS BEEN  
AMENDED BY AN AMENDING  
CERTIFICATE DATED 31/08/11**

*DA*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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

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

**COMPANY NO. 51491  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNTS  
DATED 12 AUGUST 2011 AND CREATED BY NESTLE UK LTD.  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
AN EMPLOYER TO NESTLE UK PENSION TRUST LTD (AS  
TRUSTEE OF THE NESTLE UK PENSION FUND) 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  
19 AUGUST 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 AUGUST 2011**



*Companies House*  
— for the record —



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