

MG01

Particulars of a mortgage or charge



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LASERFORM

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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 NOT for

You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

TUESDAY



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06/03/2012

#241

COMPANIES HOUSE

1

Company details

Company number

1 8 3 8 8 2 0

Company name in full

DSWF Trading Company Limited

3

For official use

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

d 2 3 m 0 2 y 2 0 1 2

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 between DSWF Trading Company Limited (the "**Borrower**") and The
David Shepherd Wildlife Foundation (the "**Lender**") dated **23 February 2012**
(the "**Debenture**")

4

Amount secured

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

Amount secured

All money, liabilities and obligations now or in
the future owed or incurred by the Borrower to the
Lender of any kind, however arising and in any
currency, whether or not immediately payable,
whether certain or contingent, whether sole or
joint, whether as principal or as surety, whether
or not the Lender was the original creditor in
respect thereof, and including (without limitation)
interest, commission, costs, charges and expenses
charged by the Lender at rates agreed between it
and the Borrower or, in the absence of express
agreement, in accordance with the Lender's normal
practice for the time being (the "**Secured
Liabilities**")

Continuation page

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

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 The David Shepherd Wildlife Foundation

Address 50 Broadway

London

Postcode S W 1 H O B L

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 Clause 3.1 of the Debenture as security for payment of the Secured Liabilities the Borrower charged to the Lender (with full title guarantee)

- (1) by way of first legal mortgage all Land now owned by the Borrower (if any),
- (2) by way of first fixed equitable charge all Land which the Borrower acquires in the future,
- (3) by way of separate first fixed charges:
 - (a) all the goodwill and uncalled capital of the Borrower, present or future,
 - (b) the Securities;
 - (c) the Insurances;
 - (d) the Intellectual Property,
 - (e) the Debts,
 - (f) the Rents,
 - (g) the Asset Contracts;
 - (h) the Other Claims;
 - (i) the Fixed Plant and Equipment,
 - (j) the Loose Plant and Equipment, and
 - (k) the amount from time to time standing to the credit of the Account,
- (4) by way of first floating charge all those Assets which are not for any reason effectively charged by this Debenture by way of fixed charge or mortgage, including (without limitation) any heritable property of the Borrower situated in Scotland

The Borrower also covenanted not, without the prior written consent of the lender

- to create (otherwise than in favour of the Lender) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over any of the Assets;
- to part with or dispose of any of the Assets charged by way of fixed charge or mortgage; or

(see continuation pages)

MG01

Particulars of a mortgage or charge

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

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).

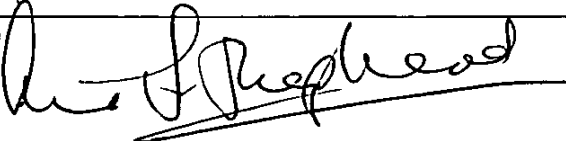
9 Signature

Please sign the form here

Signature

Signature

X



X

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

MG01

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 Mackie**

Company name **Bircham Dyson Bell LLP**

Address **50 Broadway**

Post town

County/Region **LONDON**

Postcode **S W 1 H 0 B L**

Country

DX **2317 Victoria**

Telephone **020 7783 3572**

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

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

- to part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern

Under Clause 4 6 of the Debenture (which does not apply to any Assets situated in Scotland), the Lender may from time to time by notice in writing to the Borrower convert any floating charge created by the Debenture into a fixed charge in respect of any Assets which are specified in any such notice Any such floating charge shall automatically be converted into a fixed charge

- (a) in respect of any Assets, immediately prior to the Borrower agreeing or resolving (unless the Lender has first consented to it) to create any Encumbrance over those Assets in favour of any other person, or to part with or dispose of them otherwise than in the ordinary course of carrying on the Borrower's business as a going concern; and
- (b) in respect of all the Assets, if the Borrower ceases to carry on business or to be a going concern or if any voluntary arrangement or other moratorium (other than a moratorium under Section 1A of the Insolvency Act 1986) or compromise with the Borrower's creditors, or any class of them, is proposed or put into effect

In this form MG01 the following definitions apply:

"Account" means such account or accounts as the Lender may at any time stipulate;

"Assets" means all the undertaking, property and assets of the Borrower whatsoever and wheresoever present or future, including but not limited to the Debts,

"Asset Contracts" means all the rights of the Borrower now or in the future, arising out of or in connection with any agreement:

- for the acquisition of any property (real or personal) by the Borrower (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by Clauses 3 1 1 or 3 1 2 of the Debenture) including without limitation any option to acquire property, or
- for the hire, hire purchase, lease or loan of any property (real or personal), to the Borrower (except as otherwise provided in this definition),

"Debts" means all book and other debts now or in the future owing to the Borrower (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, (but excluding credit balances on any account at any bank or financial institution other than the Account) together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but 'Debts' does not include any asset or right effectively charged by way of fixed charge under any other provision of Clause 3 of the Debenture;

MG01 - continuation page

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"Encumbrance" means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of setoff, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Borrower's business,

"Fixed Plant and Equipment" means all plant machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,

"Fixtures" means all things of any kind now or at any time affixed to land for any purpose, including without limitation trade and tenants' fixtures,

"Insurances" means the right, title and interest of the Borrower, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof;

"Intellectual Property" means all the right title and interest of the Borrower (now or in the future) in or to any of the following

- any registered intellectual property right in any territory, including without limitation patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above,
- any invention, copyright, design right or performance right,
- any trade secrets, know how and confidential information, and
- the benefit of any agreement or licence for the use (by the Borrower and any other person) of any such right,

"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land, but for these purposes 'land' excludes heritable property situated in Scotland,

"Loose Plant and Equipment" means all plant, machinery, equipment and motor vehicles now or at any time owned by the Borrower as a capital asset which is not a Fixture or Fixed Plant and Equipment, (including without limitation any moulds, patterns, tools (other than hand tools and consumable tooling), dies and jigs),

"Other Claims" means all rights, claims or obligations of any kind whatsoever now or at any time owed to the Borrower capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of this Debenture,

"Rents" means any sum payable to the Borrower (and any right to recover any such a sum)

- by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any

MG01 - continuation page

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Land, and
- by way of rent or otherwise for or in connection with the possession or use of; or in respect of any trespass to or conversion of, any chattel except in so far as the same is effectively charged by way of fixed charge by Clause 3.1.1 or 3.1.2 of the Debenture,

"Secured Liabilities" means all money, liabilities and obligations now or in the future owed or incurred by the Borrower to the Lender of any kind, however arising and in any currency, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, whether or not the Lender was the original creditor in respect thereof, and including (without limitation) interest, commission, costs, charges and expenses charged by the Lender at rates agreed between it and the Borrower or, in the absence of express agreement, in accordance with the Lender's normal practice for the time being;

"Securities" means all the right title and interest of the Borrower, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1838820
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23
FEBRUARY 2012 AND CREATED BY DSWF TRADING COMPANY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE DAVID SHEPHERD
WILDLIFE FOUNDATION 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 6 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MARCH 2012

DK
RD 9/3/12



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES