

717350/13
MG01

Particulars of a mortgage or charge



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LASERFORM

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
company. To do this, please use
form MG01s

WEDNESDAY



A29 *ACF9FXCY* 27

07/09/2011
COMPANIES HOUSE

1 Company details

Company number 03448804

Company name in full Highland & Universal Investments Limited (the "Company")



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 02/08/2011

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 A deed of charge over deposit entered into on 26 August 2011 between, inter alios, the Company
and the Security Trustee (as defined below) (the "**Deed of Charge**")

4 Amount secured

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

Amount secured (See Continuation Sheet)

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

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Amount secured

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

Amount secured

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to any of the Finance Parties by any Borrower under the Finance Documents, whether actually or contingently, solely or jointly and whether as principal or surety, (or guarantor or cautioner), including any money and liabilities of any Borrower to a third party which have been assigned or novated to or otherwise vested in a Finance Party and including interest, discount, commission and other lawful charges or expenses including all legal and other costs and expenses which a Finance Party may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargors' account, and so that interest shall be computed and compounded according to the usual rates and practice of the relevant Finance Party (or otherwise agreed in writing) as well after as before any demand made or judgment or decree obtained under or in relation to any Finance Document (the "**Secured Liabilities**")

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

Bank of Scotland Plc as trustee for the Finance Parties (the "Security Trustee")

Address

The Mound

Edinburgh

Postcode

E H 1 1 Y Z

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. Charge**1 1 By way of first fixed charge -****1 1 1** its entire right, title and interest (both present and future) in and to the Deposit,**1 1 2** all rights and benefits accruing to or arising in connection with the Deposit,

(together the "Charged Assets")

1 2 No Chargor shall without the prior written consent of the Security Trustee -**1 2 1** create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance, right of set-off (except in favour of the Security Trustee) or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Charged Assets, or**1 2 2** sell, transfer, assign or otherwise dispose of all or any of the Charged Assets, or**1 2 3** in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Asset**1 3** The rights hereby charged to the Security Trustee shall be released to the Chargors upon a written request on payment or discharge in full of the Secured Liabilities to the satisfaction of the Security Trustee

(See Continuation Sheet)

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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>2. Restrictions</p> <p>2 1 Each Chargor agrees that (other than in accordance with the terms of the Facility Letter) it will not be entitled to withdraw or transfer all or any part of the Deposit until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Security Trustee</p> <p>2 2 Interest shall accrue on the amount standing to the credit of the Account at such rates and shall be payable on such dates and in such manner as the Security Trustee may from time to time determine</p> <p>2 3 The Security Trustee agrees that it will from time to time and upon the written request of the Chargors permit any sums which make up part of the Deposit to be transferred to a Free Account if and to the extent that the Security Trustee is satisfied (acting in its sole discretion) that those sums are no longer required as security for the liabilities and obligations hereby covenanted to be paid or discharged under the Deed of Charge</p> <p>2 4 Nothing in clause 3 3 shall, or shall be deemed to, prejudice the continuance and enforceability of this charge over the Deposit insofar as it applies to any amounts not permitted to be withdrawn under this provision or oblige the Security Trustee to release or transfer any sums forming part of the Deposit</p> <p>3 Further Assurance</p> <p>The Chargors (at their own cost) will on demand in writing by the Security Trustee execute and deliver (in such form as the Security Trustee may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as the Security Trustee may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Deed or Charge or for facilitating the realisation of the Charged Assets charged by the Deed of Charge or the exercise of any rights of the Security Trustee under the Deed of Charge</p> <p>Definitions</p> <p>Account means the account in the name of the Company held with the Security Trustee as such account may be redesignated and/or renumbered from time to time, details of which are set out more particularly in the Deed of Charge</p> <p>Borrower has the meaning given to such term in the Facility Letter which for the avoidance of doubt includes the Company</p> <p>Chargor(s) has the meaning given to it in the Deed of Charge which for the avoidance of doubt includes the Company</p> <p>Deposit means all money in any currency now or hereafter standing to the credit of the Account (including, without limitation, any interest credited to it) including all or any part of the money pursuant thereto and the debt represented by it or any claim for repayment of that money</p> <p>Facility Letter means the facility letter dated 26 August 2011 made between, inter alios, the Security Trustee, the other Finance Parties and the Chargors in relation</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

to a revolving credit facility and an overdraft facility (as such letter is amended, varied, supplemented, novated or replaced from time to time)

Finance Documents has the meaning given to it in the Deed of Charge

Finance Parties has the meaning given to it in the Deed of Charge

Free Account means any account of a Chargor with the Security Trustee which account shall in the absence of any other written arrangement to the contrary be operated solely by such Chargor or at its discretion

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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 866)

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 870). 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 *ST Bank 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 Adam Banks

Company name S J Berwin

Address 10 Queen Street Place

Post town London

County/Region Greater London

Postcode E C 4 R 1 B E

Country United Kingdom

DX 255 Chancery Lane

Telephone

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. 3448804
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER DEPOSIT
DATED 26 AUGUST 2011 AND CREATED BY HIGHLAND AND
UNIVERSAL INVESTMENTS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ANY BORROWER TO
ANY OF THE FINANCE PARTIES 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 7 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 SEPTEMBER
2011

De



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES