

MG01

Particulars of a mortgage or charge

Voucher:- 005704 / 13



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

TUESDAY



**1** Company details

Company number 0 4 5 8 3 5 2 3 04083523

Company name in full BRITMAR LIMITED

For official use  
4  
→ 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 0 9 0 5 2 0 1 1

**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 SECURITY AGREEMENT

**4** Amount secured

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

Amount secured

4  
The Client charges in favour of CSUKL, by way of first fixed charge  
with full title guarantee, and pledges in favour of CSUKL, as a  
continuing security for the payment and discharge in full of the  
Liabilities, the Charged Property, with the intent that  
1 such charge will operate as a release of the Credit Balance to  
CSUKL until the Liabilities have been paid irrevocably and  
unconditionally discharged in full, and  
2 the Security hereby constituted shall extend to all the Clients's  
beneficial interests in the Charged Property and to any proceeds of  
sale or other realisation of the Charged Property or of any part of the  
Charged Property

Please see continuation page

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

## MG01 - continuation page

### Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>'Liabilities' means all monies, obligations and liabilities (whether present, future, actual or contingent) which may now be or at any future time become due, owing or incurred by the Client to CSUKL, or for which the Client may now be or may at any future time become liable to CSUKL on any account or otherwise in any manner whatsoever and in whatever currency denominated (whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety), together with all interest on such monies, obligations and liabilities, and all commission, fees, banking charges, taxes, legal and other costs, charges and expenses (including all sums in respect of value-added taxes) however incurred by CSUKL in relation to the Client and to the Charged Property on a full indemnity basis (including but not limited to all costs, charges and expenses which CSUKL may incur in enforcing this Security or in obtaining payment from the Client or in attempting to do so),</p>	

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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

Name Credit Suisse (UK) Limited ("CSUKL")

Address One Cabot Square

London

Postcode E 1 4 4 Q J

Name

Address

Postcode

**Continuation page**

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

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

Where 'Charged Property' means

a) the Credit Balances,

b) the Securities,

c) the Metals and

d) any other property of any type which is now or may at any future time be

1 held in the actual or constructive possession of CSUKL on behalf of or for the account of the Client, either alone or jointly,

2 deposited by the Client, or by any person on behalf of or for the account of the Client, either alone or jointly, with CSUKL's agents, representatives or correspondents, or

3 transferred (whether for safe custody, security or for any other specific purpose or generally, and whether in England or elsewhere) by the Client or by any other person on behalf of the Client or for the Client's account either

(A) to CSUKL (whether alone or jointly with any other person), or

(B) to CSUKL's nominees,

Pursuant to Clause 3 (Restrictions) of the Security Agreement, the Client shall not without CSUKL's prior written consent

(a) create or permit to arise any mortgage, charge, lien, other security or any trust over the Charged Property, or

(b) dispose of the Charged Property, except in relation to such Charged Property that is charged by way of floating charge created by paragraph (B) of Clause 2 1 of the Security Agreement but only insofar as concerns that floating charge whereby the Client will not without our prior written consent dispose of such Charged Property other than in the ordinary course of business, or

(c) be entitled to receive, withdraw, credit sums to, or otherwise deal with any of the Credit Balances unless and until CSUKL is satisfied that the Liabilities shall have been unconditionally and irrevocably discharged in full and the provisions of paragraph (C) of Clause 3 1 of the Security Agreement and the continuing security provisions of Clause 8 of the Security Agreement shall apply notwithstanding that the Credit Balances or any part or parts thereof may have been deposited for a fixed period and that such period may or may not have expired

Please see continuation page


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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>Pursuant to Clause 4 (Crystallisation) of the Security Agreement, CSUKL may by written notice convert the floating charge created by paragraph (B) of Clause 2 1 of the Security Agreement into a fixed charge as regards any Charged Property present or future that are not subject to a fixed charge under the Security Agreement Following such notice, the Client shall not dispose of any such Charged Property that is included in this notice without the prior written consent of CSUKL</p> <p>"Credit Balances" means all sums now or hereafter standing to the Client's credit (either individually or jointly with another person) on any account held with CSUKL or any Associate (or Pershing Securities Limited) in any currency together with all entitlements to interest the right to repayment and other rights and benefits accruing thereto or arising in connection therewith and the debts represented by such sums,</p> <p>"Metals" means all Precious Metals, silver or other metals and all commodities (and all benefits, rights, proceeds or other assets arising from any options, futures or contracts for differences relating to the same and all rights and entitlements arising therefrom or attaching thereto),</p> <p>"Precious Metal" means any of gold, silver, platinum and palladium, and</p> <p>"Securities" means all shares, stocks, bonds, debentures, certificates of deposit warrants, loan notes and all benefits, rights, proceeds or other assets arising from any options, futures or contracts for differences and other securities and any other financial instruments of any kind whatsoever and all rights and entitlements arising therefrom or attaching thereto including all dividends, interest or other distributions and all allotments, accretions, offers, rights, benefits, advantages and entitlements whatsoever at any time accruing, offered or arising in respect of the same whether by way of conversion, redemption, preemption, bonus, preference, option or otherwise</p>

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## Particulars of a mortgage or charge

<div data-bbox="97 306 146 349">7</div> <div data-bbox="97 689 327 748">Commission allowance or discount</div>	<div data-bbox="327 306 1098 349"><b>Particulars as to commission, allowance or discount (if any)</b></div> <div data-bbox="339 362 1125 454">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</div> <div data-bbox="339 470 1021 591"> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> </div> <div data-bbox="339 607 1125 674">for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</div>	
<div data-bbox="97 1176 146 1218">8</div>	<div data-bbox="327 1176 624 1218"><b>Delivery of instrument</b></div> <div data-bbox="339 1234 1128 1444">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)</div> <div data-bbox="339 1458 1125 1641">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)</div>	
<div data-bbox="97 1700 146 1742">9</div> <div data-bbox="97 1814 196 1843">Signature</div>	<div data-bbox="327 1700 456 1742"><b>Signature</b></div> <div data-bbox="339 1758 588 1789">Please sign the form here</div> <div data-bbox="339 1812 402 1832">Signature</div> <div data-bbox="339 1843 373 1883">X</div> <div data-bbox="362 1812 778 1944">  </div> <div data-bbox="1093 1843 1125 1883">X</div> <div data-bbox="339 1957 1072 2018">This form must be signed by a person with an interest in the registration of the charge</div>	

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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 Deborah Gwillim

Company name Credit Suisse

Address One Cabot Square

Post town London

County/Region

Postcode E 1 4 4 Q R

Country UK

DX

Telephone 0207 883 8902



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)



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

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

**COMPANY NO. 4083523  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 9  
MAY 2011 AND CREATED BY BRITMAR LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO CREDIT SUISSE (UK) LIMITED ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 10  
MAY 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MAY 2011**



*Companies House*  
— for the record —



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