

**MG01**

**Particulars of a mortgage or charge**

301579/13

**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

X **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

SATURDAY



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14/07/2012

#146

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 5 8 9 3 1 8 6	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	AMSPROP PORTLAND LIMITED (the "Company")	
	West Wing, Sterling House, Langston Road, Loughton, Essex IG10 3TS	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	0 5 0 7 2 0 1 2	
<b>3</b>	<b>Description</b>	
	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 "Debenture") between the Company and Svenska Handelsbanken AB (publ) (the "Bank")	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Amount secured	All moneys, obligations and liabilities now or hereafter due, owing or incurred by the Company 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	

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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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Svenska Handelsbanken AB (publ)	
Address	3 Thomas More Square, London	
Postcode	E 1 W 1 W Y	
Name		
Address		
Postcode		

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>These definitions will apply to section 6 of this form</p> <p><b>"Authorisations"</b> 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><b>"Charged Assets"</b> means all the undertaking, property and assets of the Company charged to the Bank by way of fixed and floating charge (as described below), including any part thereof and any interest therein</p> <p><b>"Collateral Instruments"</b> 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><b>"Deposits"</b> 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 Company or in which the Company has an interest</p> <p><b>"Insurances"</b> means all contracts or policies of insurance in which the Company from time to time has an interest</p> <p><b>"Properties"</b> means the assets of the Company charged as a fixed charge in (a) below and all present and future heritable and leasehold property in Scotland now or hereafter vested in the Company 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 <b>"Property"</b>)</p> <p><b>"Related Rights"</b> 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><b>"Security Interest"</b> means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, right of set-off, 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</p> <p><b>"Shares"</b> means the Company's interests in any share in the share capital of any person</p> <p><b>By way of Fixed Charge -</b></p> <ul style="list-style-type: none"> <li>(a) all estates or interests in any freehold or leasehold property in England and Wales now or hereafter belonging to the Company,</li> <li>(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,</li> <li>(c) the benefit of all other agreements relating to the Property to which it is or may become a party or otherwise entitled,</li> <li>(d) all plant and machinery owned by the Company and its interest in any plant and machinery in its possession,</li> <li>(e) all Shares held by it and/or any nominee on its behalf and all Related Rights,</li> <li>(f) all benefits in respect of the Insurances including all claims and the refund of any premiums,</li> <li>(g) its rights under the appointment of any managing agent of any of the Properties,</li> </ul>	

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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>(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</p> <p>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</p> <p>Note 1 The Debenture contains covenants by the Company that the Company will not without the Bank's consent - (a) permit or create any Security Interests over any part of the charged assets, (b) dispose of any of the assets of the Company, owned now or in the future, charged by way of fixed charge, (c) dispose of any of the assets of the Company, other than in the ordinary course of business, charged by way of floating charge (d) deal with its book and other debts, except by collecting them in the ordinary course of its business In particular, the Company will not realise its book and other debts by factoring arrangements, (e) grant, or accept a surrender of, any lease or licence of any of the Charged Assets or vary any tenancy agreement or reduce any sum payable under the same, (f) enter into any onerous or restrictive obligations affecting any of the Charged Assets</p> <p>Note 2 The Debenture gives the Bank power to appoint an Administrator of the Company or a Receiver of the Charged Assets or part thereof</p>	

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<div>7</div> <div>Commission allowance or discount</div>	<div>Particulars as to commission, allowance or discount (if any)</div> <div> <p>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</p> <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> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> </div>	
<div>8</div>	<div>Delivery of instrument</div> <div> <p>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).</p> <p>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).</p> </div>	
<div>9</div> <div>Signature</div>	<div>Signature</div> <div>Please sign the form here</div> <div> <div>Signature</div> <div> X <i>Bvd X Bvd LLP</i> X </div> </div> <div>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		Important information	
<p>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.</p>		<p>Please note that all information on this form will appear on the public record.</p>	
Contact name	Tom Darvill	<p><b>£ How to pay</b></p> <p>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'.</p>	
Company name	Bird & Bird LLP		
Address	15 Fetter Lane	<p>London</p> <p>England</p> <p>119 London</p> <p>0207 415 6754</p>	
Post town	London		
County/Region			
Postcode	E C 4 A 1 J P		
Country	England		
DX	119 London	<p><b>i Further information</b></p> <p>For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a></p> <p><b>This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a></b></p>	
Telephone	0207 415 6754		
<p><input checked="" type="checkbox"/> <b>Certificate</b></p> <p>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.</p>			
<p><input checked="" type="checkbox"/> <b>Checklist</b></p> <p><b>We may return forms completed incorrectly or with information missing</b></p>			
<p><b>Please make sure you have remembered the following</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The company name and number match the information held on the public Register</li> <li><input checked="" type="checkbox"/> You have included the original deed with this form</li> <li><input checked="" type="checkbox"/> You have entered the date the charge was created</li> <li><input checked="" type="checkbox"/> You have supplied the description of the instrument</li> <li><input checked="" type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee</li> <li><input checked="" type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge</li> <li><input checked="" type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged</li> <li><input checked="" type="checkbox"/> You have signed the form</li> <li><input checked="" type="checkbox"/> You have enclosed the correct fee</li> </ul>			

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**FILE COPY**

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

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

**COMPANY NO. 5893186**

**CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 JULY 2012  
AND CREATED BY AMSPROP PORTLAND 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  
14 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JULY 2012



*Companies House*  
— for the record —

DX



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES