

MG01

Particulars of a mortgage or charge

050572/13



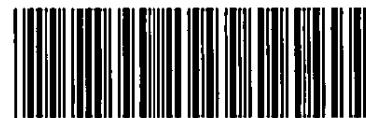
A fee is payable with this form

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 for**
You cannot use this form to register
particulars of a charge on a
company. To do this use form MG01s

SATURDAY



A28 05/06/2010 210
COMPANIES HOUSE

ease

v uk

1 Company details

Company number 06404305

Company name in full Clive Brook Limited

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 03/06/2010

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

4 Amount secured

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

Amount secured

4
10

All monies, obligations and liabilities which now are or may at any
time in the future be or become due, owing or incurred by the
Company to Santander on any facility account agreement or
arrangement of any description or otherwise whether actually or
contingently, as principal, surety or guarantor and whether solely,
jointly or severally with any other person, and whether originally owing
to Santander or otherwise purchased or acquired by it, including all
Interest and Expenses which Santander may charge in relation to this
Debenture or any other security held by or offered to Santander in
respect of any of the matters described in this clause, including the
enforcement of any such security. Such Interest shall be calculated
and compounded in accordance with Santander's usual practice at
the relevant time as well as before any

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

demand is made or judgment obtained under this Debenture

"Expenses" and "Interest" are more particularly defined in pages 16 and 17 of the Debenture

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						
Name	Santander Consumer (UK) plc						
Address	3 Princess Way, Redhill, Surrey,						
Postcode	R	H	1		1	S	R
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						
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Continuation page

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

Short particulars	<p>By way of legal mortgage the Charged Property of the Company (including heritable property situate in Scotland) at the date of this Debenture and the proceeds of sale of the Charged Property together with all buildings and fixtures (including trade and tenant's fixtures) now or at any time on or in any such property (ii) by way of fixed charge all other interests of the Company (not being charged by clause 3 1 1) in any freehold or leasehold property (including heritable property situate in Scotland) now or at any time during the continuance of this Debenture belonging to or charged to the Company and the proceeds of sale of such property together with all buildings and fixtures (including trade and tenant's fixtures) now or at any time during the continuance of this Debenture on or in any such property (iii) by way of fixed charge the benefit of all covenants given in respect of the Charged Property and all licences to enter upon or use land comprising the Charged Property and the benefit of all other agreements rights and remedies relating to the Charged Property including all present and future rights against any lessee, sub-lessee, licensee or other occupier of the Charged Property and any rights against guarantors and sureties of and for the obligations of such occupiers or former occupiers (iv) by way of fixed charge all its goodwill and uncalled capital, present and future (v) by way of fixed charge all Securities (vi) by way of fixed charge all rights and interests in and claims under policies of insurance of any description now or at any time during the continuance of this Debenture belonging to the Company, or to which the Company may be or become entitled (vii) by way of fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person (viii) by way of fixed charge all Intellectual Property (ix) by way of fixed charge all licences held at any time by the Company during the continuance of this Debenture in connection with its business (x) by way of fixed charge all its present and future plant and machinery (xi) by way of fixed charge all its present and future vehicles (save to the extent that such vehicles form part of its stock in trade or work in progress) (xii) by way of fixed charge all its present and future computers (xiii)</p>
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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

by way of fixed charge all its present and future office equipment (xiv) by way of fixed charge all other equipment present and future not more particularly charged by clauses 3.1.10 to 3.1.13 of this Debenture, and (xv) by way of floating charge all its undertaking, property and assets of whatever nature or description and wherever situated, both present and future not effectively charged by way of legal mortgage or fixed charge by this clause 3.1

The fixed charges created by clauses 3.1.10 to 3.1.14 shall in each case include all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and service records and the benefit of all the Company's rights, present and future, against any person in respect of the design, manufacture, purchase, installation, repair and/or replacement of the assets so charged

All terms above are defined in the Debenture

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

N/A

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 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)

9

Signature

Please sign the form here

Signature

Signature

X

Arthur Cox

X

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

MG01

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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
Cahal Carvill

Company name
Arthur Cox

Address
Capital House

3 Upper Queen Street

Post town
Belfast

County/Region
Northern Ireland

Postcode
B T 1 6 P U

Country
United Kingdom

DX

Telephone
028 90230007



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 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. 6404305
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 JUNE 2010
AND CREATED BY CLIVE BROOK LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO SANTANDER CONSUMER (UK) PLC 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 5 JUNE 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JUNE 2010



Companies House
— for the record —

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