

MG01

Particulars of a mortgage or charge

809273/13



**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**

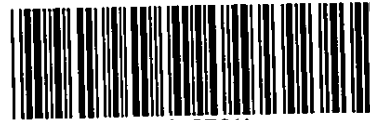
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is**

You cannot use th  
particulars of a ch  
company To do th  
form MG01s

TUESDAY



LD4

\*L107SP81\*

10/01/2012

#79

COMPANIES HOUSE

please

ov uk

1

**Company details**

Company number

0 7 0 9 3 6 2 4

Company name in full

Angloswiss Nafzger Group (Barnes)

Limited (the "Company")

2

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<sub>2</sub> d<sub>2</sub> m<sub>1</sub> m<sub>2</sub> y<sub>2</sub> y<sub>0</sub> y<sub>1</sub> y<sub>1</sub>

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 over Cash Deposits dated 22 December 2011 between (1) the Company and (2) HSBC  
Bank plc (the "Deed")

4

**Amount secured**

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

Amount secured

All the Company's present and future rights to, and interest in, all of  
the amounts from time to time credited to the Account less that which  
is, with the Bank's agreement, debited to the Account This includes all  
interest and other benefits arising in connection with those amounts  
unless the Bank otherwise agrees in writing

**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 HSBC Bank plc

Address 6th Floor, 165 Fleet Street, London

Postcode E C 4 A 2 D 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

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

Short particulars

Please see continuation sheet

# 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 Min Mitchell up. 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 **Emma McPeake**

Company name **Irwin Mitchell LLP**

Address

Post town

County/Region

Postcode

E

C

1

N

2

P

Z

Country

DX **87 LONDON - CHANCERY LANE**

Telephone **0207 400 8707**

### 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](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)**

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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

### The Main Subject Matter of the Deed

- 1 The Bank may, without notice
  - (a) set-off or transfer the Deposit (or any part of it) in payment of the Debt (or any part of it) which is due for payment and has not been paid,
  - (b) set-off or transfer (including a transfer to a specific account in the Bank's name) the Deposit (or any part of it) in payment of the Debt (or any part of it, including any part which is a contingent liability), regardless of whether it is due for payment,
  - (c) combine any Account with any other account in debit which the Company has with the Bank, and
  - (d) for the purposes of the Deed, value the Debt (or any part of it) which is a contingent liability as the Bank reasonably considers appropriate

### Additional Security and Independence

- 2 The Bank may secure the Debt (or any part of it) in ways other than those described in the Deed. The Bank's rights in relation to any other security for the Debt (or any part of it) are not affected by the Bank's rights under the Deed, nor vice versa
- 3 The Bank's rights under the Deed, and clause 1 above in particular, are in addition to, and independent of, any other security which the Bank may hold at any time for the Debt and any lien or other rights the Bank may have to set-off, combine or consolidate any of the Company's accounts
- 4 No prior security held by the Bank over the Deposit shall merge with the Bank's rights under the Deed

### Non-Assignment

- 5 The Company may not assign, transfer or grant any rights in relation to, or purport to assign, transfer or grant any rights in relation to, any part of the Deposit, the Debt or any right or obligation under the Deed (other than to the Bank) unless the Bank otherwise agrees in writing

In this Form MG01, the following terms have the following meanings

**"Account"** means the account(s) listed in the schedule, including any renewal, substitution or redesignation of the account(s)

**"Bank"** means HSBC Bank plc

**"Deposit"** means all the Company's present and future rights to, and interest in, all of the amounts from time to time credited to the Account less that which is, with the Bank's agreement, debited to the Account. This includes all interest and other benefits arising in connection with those amounts unless the Bank otherwise agrees in writing

**"Debt"** means all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Company to the Bank. This includes, but is not limited to

- (i) overdrafts, personal and other loans or facilities and further advances of money,

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(ii) guarantees and indemnities to the Bank and any of the Company's other contingent liabilities,</p> <p>(iii) discount, commission and other lawful charges and expenses,</p> <p>(iv) interest in accordance with any agreement between the Company and the Bank and if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement</p> <p>(v) money agreed to be paid by the Company under clause 16 (<i>Costs and Expenses</i>) as set out in the Deed</p> <p style="text-align: center;"><b>Schedule</b></p> <p>The Company's current account number 71885936 Sort Code 40-06-29</p> <p>Minimum Deposit - £500,000 00 (five hundred thousand pounds sterling)</p>	



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

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

**COMPANY NO. 7093624  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY OVER CASH DEPOSIT  
DATED 22 DECEMBER 2011 AND CREATED BY ANGLOSWISS  
NAFZGER GROUP (BARNES) LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
HSBC BANK PLC 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 10 JANUARY  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JANUARY  
2012



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