

MG01

Particulars of a mortgage or charge



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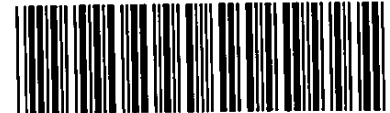
A fee is payable with this form

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
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



ASFHGVZ8

A24

20/07/2011

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COMPANIES HOUSE

1 Company details

Company number 0 1 0 0 7 4 3 4

Company name in full Alan Dick & Company Limited (the "Charging Company")

33 For official use

→ **Filling 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 01 08 20 07 20 11

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 Deposit Agreement dated 18 July 2011 between the Charging Company and
Lloyds TSB Bank plc (the "Bank") (the "Deposit Agreement")

4 Amount secured

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

Amount secured (1) All money and liabilities and other sums
agreed to be paid by the Charging Company to the
Bank under the Deposit Agreement including (without
limitation) all Agreement to Pay Amounts (as
defined in the Continuation Pages to section 6 of
this Form MG01), and (2) all other money and
liabilities expressed to be secured under the
Deposit Agreement (including, without limitation,
any expenses and charges arising out of or in
connection with the acts or matters referred to in
clause 12 (Payments and Costs) of the Deposit
Agreement) and all other obligations and
liabilities of the Charging Company under the
Deposit Agreement (together, the "Secured
Obligations")

Continuation page

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

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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	Lloyds TSB Bank plc	
Address	1 Suffolk Lane	
	London	
Postcode	E C 4 R 0 A X	
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	<p>Capitalised terms are defined in the Continuation Pages to section 6 of this form MG01</p> <p>This Form MG01 refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Deposit Agreement and which must be read in conjunction with those charges</p> <p>By clause 6 (Charge) of the Deposit Agreement, the Charging Company with full title guarantee charged by way of separate first fixed charge each of the items comprised within the Deposit and all such respective rights to the repayment thereof as the Charging Company may have under the terms upon which the Deposit was made and the provisions in the Deposit Agreement contained (or otherwise howsoever) as a continuing security for the payment to the Bank of the Secured Obligations to the intent that the security created by the Deposit Agreement shall be a continuing security</p> <p>The security constituted by the Deposit Agreement extends to all beneficial interests of the Charging Company in the items comprised within the Deposit and all rights of repayment thereof.</p> <p>Covenants and restrictions contained in the Deposit Agreement</p> <p>By clause 4 3 of the Deposit Agreement, the Charging Company agreed not to mortgage, charge, dispose of or otherwise deal with the Deposit or any part thereof or agree to do any such thing (except in favour of, or to, the Bank) without the Bank's prior written consent.</p> <p style="text-align: right;">PLEASE SEE CONTINUATION PAGES ATTACHED</p>	

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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

None

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 Hogan Law & International LLC X

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

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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 F1/SJT/01431 01834

Company name
Hogan Lovells International
LLP

Address Atlantic House

50 Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

Dx 57 London Chancery Lane

Telephone +44 20 7296 2000



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

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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

(Continuation Page 1 of Section 6)

By clause 4.4 of the Deposit Agreement the Charging Company agreed not to omit to do or suffer anything whereby any entitlement of the Bank under any provision of the Deposit Agreement may be impeded or its exercise delayed

If for any reason the Deposit Agreement shall not be, or shall cease to be, a valid and effective charge on the Deposit then the Deposit Agreement shall take effect as a charge of the beneficial interest of the Charging Company in the Deposit

Definitions In this Form MG01 the following expressions shall have the meanings respectively set out below:

"Account" means the account(s) described in the schedule to the Deposit Agreement (being the US Dollars denominated account designated "Lloyds TSB Alan Dick & Co"), any account(s) directly or indirectly replacing any of the account(s) described in the schedule and any such account(s) or replacement account(s) as renamed and/or renumbered and/or redesignated and where there is more than one account any reference to "Account" shall include each such account individually as well as any or all of them taken together,

"Agreement to Pay Amounts" means the amounts the Charging Company agreed to pay to the Bank under clause 2 of the Deposit Agreement, being:

(a) all money and liabilities whether actual or contingent (including further advances made after the date of the Deposit Agreement by the Bank) which at the date of the Deposit Agreement are or at any time afterwards may be due, owing or incurred from or by the Charging Company to the Bank anywhere or for which the Charging Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law),

PLEASE SEE NEXT CONTINUATION PAGE

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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

(Continuation Page 2 of Section 6)

(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Charging Company or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of four percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of four percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select,

(c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Charging Company, the Deposit Agreement or the Deposit (including any acts necessary to release the Deposit from the security constituted by the Deposit Agreement) or in preserving, defending or enforcing the security created by the Deposit Agreement in all cases on a full and unqualified indemnity basis, and

(d) fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Deposit Agreement

"Deposit" means

(a) the debt or debts at the date of the Deposit Agreement or thereafter owing to the Charging Company (in whatever currency denominated) by the Bank on the Account;

(b) the debt or debts after the date of the Deposit Agreement owing to the Charging Company (in whatever currency denominated) by the Bank in connection with any money market or other deposit placed with the Bank from time to time using funds which have from time to time been credited to the Account, and

(c) all interest (if any) owing at the date of the Deposit Agreement or thereafter and becoming owing in respect of the Account or any such deposit, including interest which is compounded and treated as principal,

and such expression shall include any amounts referred to in sub-clause 4 2 and clause 7 (*Conversion of Deposit*) of the Deposit Agreement.

END OF CONTINUATION PAGES



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1007434
CHARGE NO. 33**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEPOSIT AGREEMENT DATED 18
JULY 2011 AND CREATED BY ALAN DICK & COMPANY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO LLOYDS TSB 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 20 JULY 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JULY 2011



Companies House
— for the record —



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

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