

MG01

Particulars of a mortgage or charge

200815/143

Oyez

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

THURSDAY



A06 *A4PK6RXH* 48
24/02/2011
COMPANIES HOUSE

Company details

Company number 2621410

Company name in full BLACK SWAN INTERNATIONAL

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 *

Date of creation of charge

Date of creation 15.2.2011

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

Amount secured

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

Amount secured

All monies and all liabilities now or hereafter due, owing or incurred by
the Company to the Mortgagee or any member of the Mortgagee's
group ("Group Members") when the same becomes due for payment
or discharge whether by acceleration or otherwise, and whether
express or implied; present, future or contingent; joint or several,
incurred as principal or surety, originally owing to the Group Members
(or any of them) or purchased or otherwise acquired by them or it,
denominated in sterling or in any other currency; or incurred on any
bank account or in any other manner whatsoever, together with
interest (both before and after judgement) to the date of payment, at
such rates and on such terms as may from time to time be agreed,
commission, fees and other charges and all legal and other costs,
charges and expenses on a full and unqualified indemnity basis which
may be incurred by the Group Members (or any of them) in relation to
any such money or liabilities or generally in respect of the Company

Continuation page

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

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Particulars of a mortgage or charge

Incl
Sect
of

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

SANTANDER UK PLC

Address

2 TRITON SQUARE,
REGENT'S PLACE, LONDON

Postcode

N W 1 3 A N

Name

Address

Postcode

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

By way of fixed charge

all estates or interests in any freehold, leasehold or commonhold property in England and Wales now or hereafter belonging to the Company (to the extent that they are not the subject of an effective mortgage), 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 and the benefit of all other agreements relating to ~~ALL THOSE PROPERTIES LISTED IN THE SCHEDULE~~ *HEREIN* ("Property") to which it is or may become a party or otherwise entitled

all plant, machinery and equipment owned by the Company and its interest in any plant, machinery and equipment in its possession, its rights under the appointment of any managing agent of the Property, all its rights, title and interest in the Insurances (as defined in the Debenture), its Investments (as defined in the Debenture) together with all Related Rights (as defined in the Debenture), all its Intellectual Property (as defined in the Debenture)

the amount from time to time standing to the credit of any Account (as defined in the Debenture), all of its book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security (as defined in the Debenture), Collateral Instruments (as defined in the Debenture) and other rights relating to any of the foregoing

all its goodwill and uncalled capital, the benefit of all Authorisations (as defined in the Debenture) held in connection with its business or the use of any Charged Assets (as defined in the Debenture) and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and if and in so far as any assignment in clause 3.2 of the Debenture shall for any reason be ineffective as an assignment, the assets referred to in that clause.

The Company assigns to the Mortgagee absolutely as a continuing security for the payment and discharge of the Secured Liabilities (as defined in the Debenture) all its rights, title and interest both present and future in and to the Rental Income as defined in the Debenture and all the Company's other rights, title and interest under each Occupational Lease (as defined in the Debenture), any Hedging Agreement (as defined in the Debenture)

continued

MG01 - continuation page

Particulars of a mortgage or charge

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>continued</p> <p>on the unconditional and Irrevocable payment and discharge in full of the Secured Liabilities (as defined in the Debenture), the Mortgagee will, at the request and cost of the Company, reassign the Charged Assets referred to in clause 3 2 of the Debenture to the Company or as it may direct</p> <p>The Company charges to the Mortgagee as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3 1 of the Debenture (Fixed charge) or assigned pursuant to clause 3 2 of the Debenture (Assignment)</p> <p style="text-align: center;">THE SCHEDULE</p> <ol style="list-style-type: none">1 Heathcote 19-23 Unthank Road Norwich NR2 2PA,2 Park House 6 Alexandra Road Great Yarmouth Norfolk NR30 2HW,3 Maitland House 33 Church Road Clacton On Sea CO15 1BU,4 Mid Meadows 72-74 Elm Tree Avenue Frinton On Sea Essex CO13 OAS,5 Belamacanda 172 - 174 The Street Little Clacton Clacton On Sea CO16 9LX,6 Nightingale Lodge 8 Austin Street Hunstanton Norfolk PE36 6AL,7 Westfield House 12 Westfield Road Toftwood Dereham NR19 1JB,8 York House 47 Norwich Road Dereham NR20 3AS

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Particulars of a mortgage or charge

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

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).

Signature

Please sign the form here

Signature

Signature

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

Dennis Thoms

Company name

Smith Partnership

Address

Post town

County/Region

Postcode

Country

DX

DX 10831 Leicester 1

Telephone

01162 472000

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



FILE COPY

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

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

COMPANY NO. 2621410

CHARGE NO. 16

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17
FEBRUARY 2011 AND CREATED BY BLACK SWAN
INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO THE GROUP
MEMBERS(OR ANY OF THEM) 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 24 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 FEBRUARY
2011

DP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES