

MG01

Particulars of a mortgage or charge

003092/P



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

SATURDAY



A11 *A16DMORZ* 07/04/2012 #406
COMPANIES HOUSE

1	Company details	For official use
Company number	0 5 6 8 3 2 9 8	6 Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Thornwood Investments Limited	
2	Date of creation of charge	
Date of creation	d 3 d 0 m 0 m 3 y 2 y 0 y 1 y 2	
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	Charge Over Deposits	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	Thornwood Investments Limited (the "Chargor", such expression shall include its successors in title and assigns) will on demand pay and discharge to EFG Private Bank Limited (the "Bank", such expression shall include persons deriving title under it and its successors in business and assigns and transferees and any company with which it amalgamates) all money and liabilities now or at any time due, owing or incurred to the Bank by the Chargor in whatever manner, whether actually or contingently, solely or jointly, as principal or surety, together with interest, discount, commission and all other charges and expenses for which the Chargor may be or become liable to the Bank (the "Secured Sums")	Continuation page Please use a continuation page if you need to enter more details

MG01 - continuation page

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In the event that -</p> <p>(a) any amount in existence on the date of the charge is lawfully payable by any party in any other currency replacing the currency in which such amount is denominated, or</p> <p>(b) any amount in existence after the date of the charge is lawfully payable by any party in any other currency other than that in which such amount was originally denominated or in any currency unit,</p> <p>the Bank shall determine the currency or currency unit in which the relevant amount shall be paid</p>	

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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	EFG Private Bank Limited	
Address	Leconfield House, Curzon Street, London	
Postcode	W 1 J 5 J B	
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>The Chargor, with full title guarantee, charged by way of first fixed charge the Deposits as continuing security for the payment and discharge of the Secured Sums</p> <p>The term "Deposits" shall mean all sums of money in any currency or currency unit on the date of the charge or at any time thereafter standing to the credit of the Chargor's account charged by the charge (as the same may be renewed, redesignated or renumbered from time to time and including any other account of the Chargor with the Bank to which all or any part of the money standing to the credit of the above-mentioned account may be transferred) together with all entitlements to interest and other rights and benefits accruing to or arising in connection with such money</p> <p>The Chargor agreed to forthwith upon demand execute and sign all documents and do all such acts and things as the Bank may require or determine to be necessary for the purpose of the charge or in connection with it</p> <p>Negative Pledge</p> <p>The Chargor agreed that it shall not, without the Bank's prior written consent, create, grant or permit to subsist any Encumbrance (other than in the Bank's favour) on or over the Deposits or any part thereof or any floating charge which ranks or purports to rank in priority to or pari passu with the security created pursuant to the Charge</p> <p>The Chargor agreed that it shall not assign, transfer or otherwise dispose of any part of its rights or benefits under or otherwise in respect of the Deposits (or any part thereof) nor shall any such rights or benefits be capable of assignment, transfer or other disposal</p> <p>Definitions</p> <p>"Encumbrance" shall be construed as a reference to any mortgage, charge, pledge, lien or other encumbrance</p>	

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7	Particulars as to commission, allowance or discount (if any)	
	<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"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount		
8	Delivery of instrument	
	<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>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature <i>X</i> <i>Hasling King LLP</i> <i>X</i> <i>ON BEHALF OF KFG PRIVATE BANK LIMITED</i></p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 LPL 2397-50-7

Company name Rosling King LLP

Address 10 Old Bailey

Post town London

County/Region

Postcode E C 4 M 7 N G

Country England

DX 154 London

Telephone 0207 246 8000



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



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

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

**COMPANY NO. 5683298
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER DEPOSITS DATED
30 MARCH 2012 AND CREATED BY THORNWOOD
INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO EFG PRIVATE
BANK LIMITED ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 7 APRIL 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2012



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