

MG01

Particulars of a mortgage or charge

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LASERFORM

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

MONDAY



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21/12/2009

289

COMPANIES HOUSE

1

Company details

Company number

0 5 9 8 8 3 8 9

Company name in full

Windsor Limited (the "**Chargor**")

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

d₁ d₇ m₁ m₂ y₂ y₀ y₀ y₉

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

A debenture between the Chargor and Clydesdale Bank Public Limited Company (the "**Bank**") (the "**Debenture**")

4

Amount secured

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

Amount secured

As specified in the continuation page to this form.

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 Clydesdale Bank Public Limited Company

Address 5th Floor, 33 Gracechurch Street

London

Postcode E C 3 V O B T

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

As specified in the continuation page to this form.

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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

Nil

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 EVERSHEDES LLP

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 Nick Swiss

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C 2 V 7 W S

Country

DX DX 154280 Cheapside 8

Telephone 0845 497 0742



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:

- [x] The company name and number match the information held on the public Register.
- [x] You have included the original deed with this form.
- [x] You have entered the date the charge was created.
- [x] You have supplied the description of the instrument.
- [x] You have given details of the amount secured by the mortgagee or chargee.
- [x] You have given details of the mortgagee(s) or person(s) entitled to the charge.
- [x] You have entered the short particulars of all the property mortgaged or charged.
- [x] You have signed the form.
- [x] 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

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

The amount secured by the Debenture is all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank (in any capacity) by each Obligor whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Chargor covenants to pay and discharge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed in writing between the Chargor and the Bank (the "**Secured Amounts**").

Fixed Charges

1. The Chargor, with full title guarantee hereby charges in favour of the Bank as a continuing security for the Secured Amounts:

1.1 by way of legal mortgage:

- (a) all the freehold or leasehold property specified in the Schedule to the Debenture;
- (b) all other freehold and leasehold property now vested in the Chargor.

1.2 by way of first fixed charge:

- (a) all freehold and leasehold property hereafter acquired by the Chargor;
- (b) all freehold and leasehold property now or in the future beneficially owned by but not vested in the Chargor;
- (c) all the plant, machinery and fixtures and fittings, furniture equipments implements and utensils now and in the future belonging to the Chargor;
- (d) all shares, stocks and other securities held by the Chargor from time to time and any rights to the acquisition of any such shares stocks or securities;
- (e) all rights and interests of the Chargor in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Chargor;
- (f) all uncalled capital and goodwill for the time being of the Chargor;
- (g) all patents, patent applications, trademarks, trade names registered designs, copyrights, licences and similar rights for the time being of the Chargor and all present or future agreements

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relating to the use by the Chargor of any intellectual property rights and all present or future agreements under which the Chargor is entitled to the payment of any royalty fee or similar income; and

(h) the Charged Debts.

- 1.3 By way of floating charge all the property, assets and undertaking of the Chargor both present and future not subject to a fixed charge under the Debenture including (without limitation) any immoveable property of the Chargor situated in Scotland and any other Charged Assets situated in Scotland falling within the time mention in Clause 3.2 of the Debenture (paragraph 1.2 of this form).

Conversion into fixed charge

2. By virtue of clause 3.4 of the Debenture, The Bank may at any time and from time to time by notice in writing to the Chargor convert the floating charge into a fixed charge as regards any property assets and/or undertaking specified in the notice and the Bank may thereafter appoint a Receive thereof in accordance with the provisions of the Debenture. Such provision shall not preclude the floating charge from becoming fixed in any of the events in which under the Debenture or under the general law it would do so.
3. Clause 3.4 of the Debenture (paragraph 2 of this form) shall not apply to any Charged Assets situated in Scotland.

Restrictions on charges and disposals (Negative Pledge)

4. The Chargor covenants with the Bank that the Chargor will:
- 4.1 not without the prior written consent of the Bank or as otherwise permitted under the Facilities Agreement:
- (a) create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts; or
- (b) create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the Charged Assets; or

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- (c) part with, sell or dispose of all or except in the ordinary course of the Chargor's business and for the purpose of carrying on the same any of the Charged Assets.

Definitions

5. All Capitalised terms used in this form are defined in the main body of the form itself and the Appendix.

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply:

"**Bank**" shall have the meaning given to it on page 1 of this form.

"**Borrower**" means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 26 of the Facilities Agreement.

"**Charged Assets**" means the property, assets and undertaking for the time being of the Chargor which are subject to the charges contained in the Debenture other than the Charged Debts and references to the Charge Assets shall include reference to all or any of them.

"**Charged Debts**" means all book debts and other debts now and from time to time hereafter due owing or incurred to the Chargor other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charged contained in clause 3.2.8 of the Debenture (paragraph 1.2 (h) of this form).

"**Chargor**" shall have the meaning given to it on page 1 of this form.

"**Company**" means Windsor Limited, a company incorporated in England and Wales with company number 05988389.

"**Facilities Agreement**" means the senior facilities agreement dated 17 December 2009 between, amongst others, the Chargor and the Bank.

"**Guarantor**" means an Original Guarantor or an Additional Guarantor.

"**Obligor**" means a Borrower or a Guarantor.

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"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any other right, title, or interest as specified in Schedule 1 of the Debenture. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Real Property" means (a) any freehold, leasehold or immovable property, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

"Secured Amounts" shall have the meaning given to it in section four of the continuation page to this form.

Any capitalised terms not defined in this form shall have the meaning ascribed to them in the Facilities Agreement.

Construction

In this form and its Appendices the following applies:

1. **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset;
2. the **"Chargor"**, the **"Security Trustee"**, or the **"Obligor"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
3. where something (or a list of things) is introduced by the word **"including"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);
4. references to any Security **"created by the Debenture"** are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Debenture, or by, under or pursuant to any Deed of Accession;
5. **"guarantee"** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
6. a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint

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venture, consortium or partnership (whether or not having separate legal personality); and

7. unless the Debenture expressly states otherwise or the context requires otherwise, (a) each reference to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Debenture) and (b) each reference to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the Debenture and whether amended or re-enacted since the date of the Debenture).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5988389
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17
DECEMBER 2009 AND CREATED BY WINDSOR LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND EACH OBLIGOR TO CLYDESDALE BANK 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 21 DECEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2010

Dx/KH



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES