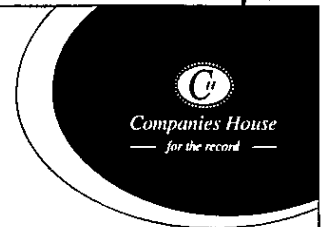


MG01

Particulars of a mortgage or charge

254335 / 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 NOT for**
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

THURSDAY



A51

09/09/2010

16

COMPANIES HOUSE

1 Company details

Company number 0 5 9 8 8 3 8 9

Company name in full Windsor Limited ("the Mortgagor")

5 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 0 6 0 9 2 0 1 0

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 Mortgage of life policies (the "Mortgage")

4 Amount secured

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

Amount secured

- 1 All sums and liabilities of whatever nature now or in the future due owing or incurred by each Obligor to the Bank in any way, whether alone or jointly with anyone else, including the liability of each Obligor as guarantor, and even if the liability may depend upon events which may or may not happen,
- 2 Interest at the Interest Rate on any such sums or liabilities as may be due and/or owing to the Bank under the Mortgage as provided for in Clause 2.2 of the Mortgage, and
- 3 All legal and other costs, charges and expenses which the Bank may pay or incur in enforcing or trying to enforce payment under the Mortgage or which are paid or incurred in relation to any other matters under the Mortgage,
(together the "Secured Amounts")

Capitalised terms used in this form are defined in the Appendix of 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

Name Clydesdale Bank Public Limited Company

Address 30 St Vincent Place , Glasgow

Postcode G 1 2 H L

Name

Address

Postcode

Continuation page

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

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

The Mortgagor with full title guarantee assigns to the Bank the Policy together with

(a) all money, including bonuses, that have accrued or may become payable under the Policy,

(b) the benefit of all options and rights given to it in connection with the Policy, and

(c) all of its interest in the Policy,

(together the "Secured Assets")

Negative Pledge


The Mortgagor has not borrowed, and it will not, without the Bank's written consent, borrow any moneys from the Insurer pursuant to or on the security of the Policy

Except under the Mortgage, the Mortgagor will not assign, mortgage, charge or give any security on the Policy or any interest in the Policy, and it will not allow any such mortgage, charge or security to exist, unless in any of these cases the Bank has given its written consent first

(Continued on continuation form)

MG01

Particulars of a mortgage or charge

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	Nil	
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 866)</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 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)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

MG01

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 **Susannah Barnsley**

Company name **Eversheds LLP**

Address **One Wood Street**

London

Post town

County/Region

Postcode **E C 2 V 7 W S**

Country **United Kingdom**

DX **DX 154280 Cheapside 8**

Telephone **0845 497 0992**



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

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short particulars

Appendix

In this form MG01 the following definitions apply.

'Additional Borrower' means a company which becomes a Borrower in accordance with Clause 26 (*Changes to the Obligors*) of the Facilities Agreement,

'Additional Guarantor' means a company which becomes a Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facilities Agreement,

'Bank' means Clydesdale Bank Public Limited Company and any person to whom all or any of the rights of the Bank under this Mortgage are transferred and any successor in business to the Bank;

'Borrower' means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 26 (*Changes to the Obligors*) of the Facilities Agreement;

'Company' means Windsor Limited (company number 05988389) incorporated in England and Wales,

'Facilities Agreement' means the senior facilities agreement dated 17 December 2009 between amongst others, Clydesdale Bank Public Limited Company and Windsor Limited;

'Guarantor' means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facilities Agreement,

'Insurer' means the company or office issuing the Policy,

'Interest Rate' means two per cent per annum above the highest rate of interest ordinarily applicable to any part of the of the Secured Amounts from time to time;

'Obligor' means a Borrower or a Guarantor;

'Original Guarantor' means the subsidiaries of the Company listed in schedule 1 to the Facilities Agreement,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short particulars

'Policy' means

(a) the following policy or policies of life assurance:

Date of Policy	Insurance Company	Policy Number	Sum Assured (exclusive of bonus)	Name of Life Assured
16 July 2010	Kiln Syndicate 308 at Lloyd's Kiln Syndicate 510 at Lloyd's	B0701C1075116 B0701C1075118	£1,000,000	John Bennett
16 July 2010	Kiln Syndicate 308 at Lloyd's Kiln Syndicate 510 at Lloyd's	B0701C1075116 B0701C1075118	£500,000	Christopher Murphy
16 July 2010	Kiln Syndicate 308 at Lloyd's Kiln Syndicate 510 at Lloyd's	B0701C1075116 B0701C1075118	£500,000	Neil Pearce
16 July 2010	Kiln Syndicate 308 at Lloyd's Kiln Syndicate 510 at Lloyd's	B0701C1075116 B0701C1075118	£500,000	Andrew Erritt
16 July 2010	Kiln Syndicate 308 at Lloyd's Kiln Syndicate 510 at Lloyd's	B0701C1075116 B0701C1075118	£500,000	Simon Lakey
16 July 2010	Kiln Syndicate 308 at Lloyd's Kiln Syndicate 510 at Lloyd's	B0701C1075116 B0701C1075118	£500,000	Chris Wright
16 July 2010	Kiln Syndicate 308 at Lloyd's Kiln Syndicate 510 at Lloyd's	B0701C1075116 B0701C1075118	£500,000	John Hanrahan
16 July 2010	Kiln Syndicate 308 at Lloyd's Kiln Syndicate 510 at Lloyd's	B0701C1075116 B0701C1075118	£500,000	Dennis Thomas

and

(b) any policy or policies of life assurance issued in place of any Policy



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. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE OF LIFE POLICIES
DATED 6 SEPTEMBER 2010 AND CREATED BY WINDSOR
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE EACH OBLIGOR TO CLYDESDALE BANK
PUBLIC LIMITED COMPANY 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 9 SEPTEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 SEPTEMBER
2010

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES