

MG01

102114/13



Particulars of a mortgage or charge

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

FRIDAY



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07/01/2011

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COMPANIES HOUSE

For official use

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→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 1 5 1 1 9 7 5

Company name in full Horstman Defence Systems Ltd ("**Company**")

2 Date of creation of charge

Date of creation d0 d4 m0 m1 y2 y0 y1 y1

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 Legal Mortgage made between the Company and HSBC Bank plc ("**Bank**")
("**Mortgage**")

4 Amount secured

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

Amount secured The Debt (as defined in panel 6 below)

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	HSBC Bank Plc	
Address	8 Canada Square	
	City of London	
Postcode	E 1 4 5 H Q	
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>1. DEFINITIONS</p> <p>"Assets" means anything and everything charged, assigned or transferred by the Mortgage.</p> <p>"Conditions" means the HSBC Bank plc Mortgage Deed Conditions (2006 edition).</p> <p>"Debt" means all money and liabilities whatever, whenever and however incurred whether at the date of the Mortgage or in the future due, or becoming due, from the Company to the Bank and includes but is not limited to</p> <ul style="list-style-type: none"> (a) overdrafts, personal and other loans or facilities and further advances of money; (b) guarantees and indemnities to the Bank and any of the Company's other contingent liabilities, (c) discount, commission and other lawful charges and expenses, (d) interest in accordance with any agreement between the Company and the Bank and, if there is no agreement, interest of any money and liabilities due from the Company at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement, and (e) money agreed to be paid by the Company under paragraph 24 of the Conditions, <p>but the Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Company and the Bank.</p> <p>See continuation sheet.</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 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 DLA Piper UK 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 Matthew Owen

Company name DLA Piper UK LLP

Address DLA Piper UK LLP

Victoria Square House

Victoria Square

Post town Birmingham

County/Region West Midlands

Postcode B 2 4 D L

Country United Kingdom

DX DX 13022 BIRMINGHAM 1

Telephone 08700 111 111



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

2. GRANT OF SECURITY

2 1 With full title guarantee, the Company, charges by way of legal mortgage and (as appropriate) assigns and transfers to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

- (a) Land at Locksbrook Road, Bath BA1 3EX registered at H M Land Registry with title number AV236269 (the "**Property**"),
- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property,
- (c) any shares or membership rights mentioned in paragraph 3 of the Conditions;
- (c) any goodwill of any business from time to time carried on at the Property;
- (d) any rental and other money payable under any lease, licence, or other interest created in respect of the Property, and
- (e) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

2 2 The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Company

3. NEGATIVE PLEDGE

The Company must not, without the Bank's written consent

- (a) agree to, or give, any licence or tenancy affecting the Property,
- (b) exercise the powers conferred by sections 99 or 100 of the Law of Property Act 1925 relating to grant and surrender of leases),
- (c) in any other way, either create, or dispose of, (or agree to) any legal estate or legal or equitable interest in the Property,
- (d) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Property, for example, compulsory purchase, or
- (e) apply for any improvement or other grant or do anything which might result in the property being subject to a statutory charge

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Short particulars

4. FURTHER ASSURANCES

- 4 1 The Company must do everything in its power to prevent:
- (a) any other person from being registered under the Land Registration Acts 1925 to 1986 and Land Registration Act 1997 as proprietor of the Property and the Company will be liable for the expense incurred by the Bank in lodging from time to time notices against the registration of title to the Property; and
 - (b) any person from becoming entitled to claim any right over the Property.
- 4.2 The Company must do everything necessary to help the Bank to:
- (a) confirm or protect its interest in the Property, and
 - (b) exercise any of its rights under the Mortgage.
- This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires, whether or not the Mortgage has become enforceable.
- 4 3 The Company must not, without the Bank's written consent, at any time create or allow any other mortgage, charge or burden in relation to the Assets
- 4 4 The Company must insure the Property and (in the case of business premises) any plant and machinery on it, on terms, and with an insurer, as the Bank reasonably requires (and if the Bank makes no requirement, in accordance with prudent practice) as follows:
- (a) the policy must remain in force until the Mortgage is released;
 - (b) the Company must pay all premiums immediately they become due;
 - (c) the Bank, or its interest, must be noted on the policy or the policy held in the joint names of the Company and the Bank, as the Bank reasonably requires;
 - (d) if the Bank requires, the Company will produce to, or deposit with, the Bank the policy and the receipts for all premiums and other payments,
 - (e) the Company must not do anything which adversely affects any insurance or which may increase the premium, and all money at any time payable under any policy must be paid to, or held on trust for, the Bank. The Bank may apply this money in any one or more of the following ways:
 - (i) subject to the Bank's right to place money in a suspense account, in or towards reduction or discharge of the Debt;
 - (ii) in making good the insured damage;
 - (iii) recouping expenditure in respect of the loss or damage for which the money is received.

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Short particulars

- 4.5 (a) The Company must keep the Property and any plant and machinery on it in good repair and condition
- (b) The Company must not neglect the Property or do anything else to reduce its value
- (c) The Company must not, without the Bank's written consent
- (1) pull down or remove the whole or any part of any building or remove or detach any fixture or fitting, or
- (11) remove or detach any plant or machinery which belongs to, or is used by, the Company (except for replacement or repair).
- (d) If the Company, or anyone else, removes or detaches any fixture, fitting, plant or machinery or, if any is destroyed or damaged, the Company must immediately replace or repair it with one of the same or better quality
- (e) Nothing in this paragraph requires the Company to make good damage which is insured where the Bank has received and applied the insurance proceeds other than in making good that damage
- 4 6 (a) The Company must carry on any trade or business carried on at the Property in accordance with standards of good management current from time to time in the trade or business and in accordance with its authorised planning use.
- (b) The Company must carry on any agricultural use of the Property in accordance with standards of good husbandry current from time to time
- (c) The Company must not, without the Bank's written consent
- (1) carry out any development as defined in the Town and Country Planning Act 1990, and/or
- (11) make or allow any change of use
- 4 7 (a) The Company must comply with all obligations affecting the Property from time to time
- (b) The Company must immediately pay all rent and service charges and comply with all obligations under any lease of the Property.
- (c) If the Bank reasonably requires, the Company must produce evidence sufficient to satisfy the Bank that the Company have complied with (a) and (b) above.
- (d) The Company must comply with all statutory and other regulations affecting the Property.

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Short particulars

- (e) If the Company receive or become aware of any notice or proposal affecting the Property or its neighbourhood:
- (1) the Company must inform the Bank immediately, and
 - (11) if the Bank reasonably requires, the Company must at the Company's own cost either take all reasonable and necessary steps to comply with the notice or proposal or join with the Bank in making objections or representations

4 8 The Company will allow the Bank, its agent or surveyor or any person authorised by it, to enter and inspect or value the Property at any reasonable time on reasonable notice (except in case of emergency) The Bank may call for a valuation of the Property at the Company's expense at any time the Bank reasonably requires

5. POWER OF ATTORNEY

The Company irrevocably appoints the Bank, and/or each and every receiver appointed by the Bank, as the Company's attorney and in the Company's name and on the Company's behalf to

- (a) sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank and/or any receiver may think fit
- (b) exercise of any powers or in respect of any of the Company's obligations under the Mortgage, and
- (c)
 - (1) make any payments (whether by way of payment of rent or service charges or other money payable under a lease Commonhold Community Statement or otherwise);
 - (11) effect or renew insurance;
 - (111) carry out works,
 - (1v) represent the Company as a member of any management company or Commonhold Association; or
 - (v) do other things (including the execution of any new lease pursuant to a vesting order of the Court following relief from forfeiture) or bring, settle or defend any proceedings (including forfeiture proceedings) in the Company's name and at the Company's expense

This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971



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

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

**COMPANY NO. 1511975
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 4
JANUARY 2011 AND CREATED BY HORSTMAN DEFENCE
SYSTEMS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO HSBC BANK PLC ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
7 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY
2011

