

MG01

Particulars of a mortgage or charge

185118/26



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

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particulars of a mortgage or charge
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Ireland

WEDNESDAY



A05 22/08/2012 #143
COMPANIES HOUSE

please
visit
gov.uk

1 Company details

Company number 03605592

Company name in full HENCAN (SOUTHERN) LIMITED

8 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 *

2 Date of creation of charge

Date of creation 2008012

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 Charge

4 Amount secured

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

Amount secured All monies due from the Company to the Chargee on any account
whatsoever

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 | Jordan International Bank plc |
| Address | 103 Mount Street, London |
| Postcode | W 1 K 2 A P |
| 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

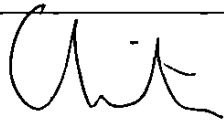
- (i) by way of legal mortgage the freehold land being Woodrow, Hatton Hill, Windlesham, Surrey GU20 6AD and land adjoining as the same is registered at the Land Registry with Title Absolute under Title Numbers SY488617 and SY524969 ("the Property")
- (ii) by way of fixed charge all its rights to and interest in any insurances in respect of the Property taken out by or on behalf of the Company,
- (iii) by way of fixed charge the gross rents licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by or paid to or received by the Company in respect of the Property (including without limitation all mesne profits) but excluding insurance rents or service charges or the like and any value added tax thereon,
- (iv) by way of fixed charge all its interest in and rights under any contracts or agreements or claims for or in respect of the sale purchase leasing mortgaging management carrying out of works to development or redevelopment of or other dealing with or ownership of the Property or any part thereof (including for the avoidance of doubt its rights (A) against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements (B) against any person arising under any agreement for the provision of professional or other services in connection with the carrying out of any works to the Property and (C) against any person arising under any environmental claim by the Company,
- (v) by way of fixed charge the goodwill of any business carried on by the Company at the Property, and
- (vi) by way of floating charge all movable plant machinery implements utensils furniture and equipment now or from time to time at the Property

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| | |
|---|--|
| <p>7</p> | <p>Particulars as to commission, allowance or discount (if any)</p> <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> |
| <p>Commission allowance or discount</p> | |

| | |
|-----------------|--|
| <p>8</p> | <p>Delivery of instrument</p> <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> |
|-----------------|--|

| | |
|-----------------|--|
| <p>9</p> | <p>Signature</p> <p>Please sign the form here</p> <p>Signature </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 **Laurence Middleweek**

Company name **Clintons Solicitors**

Address

Post town

County/Region

Postcode

Country

DX **40021 Covent Garden 1**

Telephone **020 7379 6080**



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,
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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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>(f) a fixed charge by way of legal assignment of the book debts of the Company and all other monetary debts and claims (including things in action which give rise to a debt or debts including the proceeds of any interest rate cap agreements interest and currency swaps and other financial instruments) and all cash at bank now and from time to time due or owing to the Company (together with all security therefor or indemnities in respect thereof) or other rights enabling the Company to enforce the same</p> <p>(g) a fixed charge by way of legal assignment on all the copyright in all drawings designs specifications plans and other written materials relating to any products from time to time manufactured by the Company and all other intellectual property rights (including but without prejudice to the generality of the foregoing all trademarks and designations on or patterns of the labels and packages of any products from time to time manufactured by the Company and all manufacturing and sales rights in relation to any products from time to time manufactured by the Company</p> <p>(h) a fixed charge by way of assignment of the benefit to the Company of all rights and claims to which the Company is now or may hereafter become entitled in relation to the Real Property including (but without limitation) all rights and claims of the Company against all persons who now are or who at any time have been or may become lessees sub-lessees or licensees of the whole or any part or parts of the Real Property and all guarantors and sureties for the obligations of such persons</p> <p>(i) a fixed charge by way of assignment of the Company's interest in</p> <p>(i) the benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any of the professional advisors now or at any time engaged by the Company in relation to the property charged by or pursuant to the Debenture and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on such property and any other person firm or company now or from time to time under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any of the said buildings or to the quality or fitness for use of such plant machinery fixtures fittings and other items or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any of such persons</p> <p>(ii) the benefit of all rights and claims to which the Company is now or may hereafter become entitled under all building contracts relating to all or any part of the Real Property entered into by the Company or to be entered into by the Company and all guarantees warranties and representations given or made by and any rights and remedies against all or any building contractors at any time engaged in relation to all or any part of the Real Property including all liquidated and ascertained damages under any such building contract and all invoices fees notes bills documents and papers in respect thereof and (without limitation) the right to prosecute in the name of the Company any proceedings against any such persons in respect of any act omission neglect default breach of</p> | |

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any buildings forming part of the Real Property or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons

(j) a fixed charge by way of assignment (in so far as the Company is able) of -

(i) the benefit of all Agreements for Lease (meaning all agreements contracts options or undertakings whether now or hereafter in existence for or in relation to the creation of any estate interest or right in or over the Real Property or any part thereof (including without limitation in relation to any lease licence tenancy or right to occupy whether on a fixed term or periodic basis and whether in all cases in respect of the whole or any part of the Real Property)) and all the proceeds of any payment of any claim awards and judgments arising out of such Agreements for Lease and all sums paid or payable to the Company under or in respect of any such Agreements for Lease including (without limitation) all deposits under any Agreements for Lease

(ii) the benefit of all Rental Income (meaning the gross rents licence fees and other monies receivable now or at any time hereafter by the Company in respect of or arising out of any lease of the Real Property or any Agreement for Lease or otherwise without limitation derived by or paid to or received by the Company in respect of the Real Property (including without limitation all mesne profits) but excluding insurance rents or service charges or the like and any value added tax thereon) and all right title and interest to and in the same and the benefit thereof and the right to make demand for and to receive the same

(iii) all that interest of the Company in any insurance policies maintained in respect of the Real Property

(k) a floating charge on all the undertaking and all other the stock-in-trade work-in-progress pre-payments and other property assets and rights of the Company both present and future not subject to a fixed charge or assignment under the Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3605592
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 20
AUGUST 2012 AND CREATED BY HENCAN (SOUTHERN)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO JORDAN INTERNATIONAL
BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 22 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 AUGUST 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES