

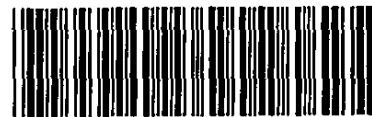
MG01

Particulars of a mortgage or charge

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LASERFORM

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05/07/2011

6

COMPANIES HOUSE

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**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 Scottish  
company. To do this, please use  
form MG01s

1

**Company details**

Company number

0 6 4 3 7 1 4 1

Company name in full

Heronslea Property Limited (the "Company")



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

28 06 2011

3

**Description**

Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Mortgage Debenture ("Deed")

4

**Amount secured**

Amount secured

4  
10

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

All or any monies, obligations and liabilities  
whether certain or contingent, present or future, -  
which are now or may at any time hereafter be or  
become payable, due or owing to the Bank by the  
Company whether solely or jointly and whether as  
principal or surety or in respect of which the  
Company may otherwise be or become liable to the  
Bank on any account whatsoever including (without  
prejudice to the generality of the foregoing) the  
principal amount of all loans or advances made to  
or to be made to or for the accommodation or at the  
request of the Company all fees, costs, expenses  
(including legal, surveyors, valuers and other  
costs on a full indemnity basis), commission,  
discount, charges and other sums incurred by the  
Bank in relation to the Indebtedness of the Deed  
(continued on the continuation sheet, page 1)

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Close Brothers Limited (the "Bank")	
Address	10 Crown Place	
	London	
Postcode	E C 2 A 4 F 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1. SECURITY</b></p> <p>1.1 For the purpose of securing the payment and/or repayment of the Indebtedness the Company charged with full title guarantee its undertaking and all its property and other assets of whatsoever nature both present and future including its uncalled capital for the time being and the security created shall rank by way of</p> <p>1.1.1 a fixed charge (which so far as it relates to land in England and Wales and Northern Ireland vested in the Company as at 28 June 2011 shall be charged by way of legal mortgage) of the following namely all estates and other interests in freehold, leasehold and/or unregistered immovable property wheresoever situated as at 28 June 2011 or thereafter belonging to the Company (including without limitation the registered and other land in England and Wales specified or referred to in the schedule) and all buildings, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property which including for the avoidance of doubt includes all Real Property and all Charged Property;</p> <p>1 1 2 a fixed equitable charge of all estate or interests in any freehold or leasehold property at any time in the future belonging to the Company and all buildings, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time on any such property at any time during the continuance of this security belonging to the Company including for the avoidance of doubt all Real Property and all Charged Property;</p> <p>(continued on the continuation sheet)</p>	

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## Particulars of a mortgage or charge

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### 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

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### 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 870).

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).

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### Signature

Please sign the form here

*DLA Piper UK LLP*

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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## 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 Sally Whitney

Company name DLA Piper UK LLP

Address 3 Noble Street

Ref SW/74555 120182

Post town London

County/Region

Postcode E C 2 V 7 E E

Country UK

DX DX: 33866 Finsbury Square

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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### Particulars of a mortgage or charge

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#### Amount secured

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

Amount secured

Amount Secured (continued)

or any guarantee or security now or hereafter held for the Indebtedness or in enforcing payment whether against the Company or others together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be payable under the terms of any Facility Agreement ("**Indebtedness**")

For definitions, please see further continuation sheet.

End of continuation sheet

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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

Continuation sheet 2

#### Short particulars of all the property mortgaged or charged (continued)

1 1.3 a fixed charge by way of legal mortgage on the plant and machinery, chattels, vehicles, computers and/or other equipment of the Company together with any part or parts thereof and all additions, alterations, accessories, replacement and renewals of component parts thereto together with the benefit of any obligations, warranties and rights given by or arising against any person in connection with the supply or manufacture thereof,

1 1 4 a fixed charge of all stocks, shares or other securities as at 28 June 2011 or at any time during the continuance of the security belonging to the Company together with all dividends or other rights and interests in respect thereof or incidental thereto or deriving or accruing therefrom;

1.1.5 a fixed charge by way of assignment of all of its goodwill and by way of fixed charge its uncalled capital as at 28 June 2011 or at any time during the continuance of the security belonging to the Company and future calls (whether made by the directors of the Company or by a receiver appointed hereunder or a liquidator);

1 1.6 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 as at 28 June 2011 and from time to time due or owing to the Company (together with all security therefore or indemnities in respect thereof) or other rights enabling the Company to enforce the same,

1 1 1 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;

1.1 8 a fixed charge by way of assignment of the benefit to the Company of all rights and claims to which the Company is at 28 June 2011 or may thereafter become entitled in relation to the Real Property including (but without limitation) all rights and claims of the Company against all persons who as at 28 June 2011 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 to hold the same unto the Bank,

1 1 9 a fixed charge by way of assignment of the Company's interest in

# MG01 - continuation page

## 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

1.1.9 1 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the professional advisers as at 28 June 2011 or at any time engaged by the Company in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items as at 28 June 2011 or from time to time in the buildings erected or to be erected on the Charged Property and any other person, firm or company as at 28 June 2011 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;

1 1.9.2 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 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 to the quality or fitness for use of any part of the Real Property or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons;

1 1 10 a fixed charge by way of assignment (insofar as the Company is able):

1 1.10 1 the benefit of all Agreements for Lease and all the proceeds of any payment of any claim, awards and judgments arising out of any 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,

1 1.10 2 the benefit of all Rental Income 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 but so that nothing in the sub-clause nor any express arrangement in respect of the Rental Income under any Facility Agreement shall constitute the Bank as mortgagee in possession and give the Company covenants at any time

## MG01 - continuation page

### 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

during the continuance of the security of give to the Bank such information in regard to the Rental Income as the Bank shall require and if so requested to instruct all or any tenants of the Real Property to pay the Rental Income direct to an account with the Bank or such other bank as the Bank may designate in the name of the Company Without prejudice to any other remedy of the Bank in case of default by the Company in payment of the interest the Bank shall be entitled without demand or notice to the Company to appropriate all or any sums from time to time standing to the credit of the Rent Account in full or partial satisfaction of the interest from time to time due from the Company to the Bank but not so as to limit the repayment that has been made the Bank may without further demand or notice to the Company appropriate the whole or any part of the sums then or thereafter standing to the credit of the Rent Account in or towards satisfaction of the Indebtedness (and if less than the whole as the Bank shall select);

1 1.10 3 all that interest of the Company in any insurance policies maintained in respect of the Real Property,

1 1 11 a floating charge on all the undertaking and all the other 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 Deed (and paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge so created),

1.2 Each of the charges created by the Deed shall rank fixed in order of priority as first fixed or floating (as may be specified) charges or assignments (as may be specified).

1 3 The Company shall not during the continuance of the security constituted by the Deed without the previous consent in writing of the Bank create or permit to subsist any Security Interest on any Security Interest on any of the Charged Property nor sell, transfer or otherwise dispose of its undertaking or any portion thereof nor sell, assign, discount, factor, charge or otherwise dispose of nor deal with the Book Debts, claims and rights charged by it under the Deed

1 4 Without prejudice to the generality of the security constituted by the Deed it was declared that the security created shall not be satisfied by any partial or intermediate payment but shall constitute continuing security for the payment of all sums, obligations and liabilities present or future, actual or contingent which shall on the execution of the Deed or at any time thereafter be or become owing by the Company to the Bank in any manner or on any account whatsoever notwithstanding any settlement of account, the reduction of repayment of the amount for the time being owing or any other matter or thing whatsoever.

The security created by the Deed is independent of and in addition to and shall not be in any way prejudiced or affected by and shall not prejudice or affect any other security or securities which the Bank may as at 28 June 2011 or from time to time hold or take from or on account of the Company whether from the Company or any other person.



# MG01 - continuation page

## 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>1 5 If at any time the Indebtedness has been fully discharged and repaid and the Company has no actual or contingent liability to the Bank the Bank shall (at the request, full cost and in such manner as the Company shall reasonably require) release or re-assign to the Company (as the case may be) the Charged property without recourse or warranty and otherwise release the Company from the security hereby created by the Deed</p> <p>2. General Provisions</p> <p>2 1 The Bank may at any time following the occurrence of an Event of Default by notice in writing to the Company convert the floating charge created by the Deed into a specific charge as regards any assets specified in the notice</p> <p>2 2 The Company shall at any time at the request of the Bank but at the cost of the Company execute any other or further legal mortgage, charge or other instrument conferring a fixed charge in such form as the Bank may require or such other charge as the Bank may in its discretion think fit over any of the Real Property for the purpose of securing all monies and liabilities intended to be thereby secured</p> <p>3 Conduct of Business</p> <p>The Company shall, if called upon to do so at any time by the Bank in such form as the Bank shall require and whenever requested by the Bank and at the Company's cost execute over all or any of the Real property a further charge or charges by way of legal mortgage or legal sub-mortgage as the case may be in favour of the Bank</p> <p>4. Restrictions</p> <p>During the continuance of the security no persons shall be registered under the Land Registration Act as proprietor of the Real Property or any part thereof without the consent in writing of the Bank and the Company shall not without the prior written consent of the Bank create or permit to arise in respect of any Real Property any unregistered interests which override first registration under schedule 1 of the Land Registration Act 2002 ("LRA") or which override registered dispositions under schedule 3 to the LRA (as the case may be) or permit any person to become entitled to any proprietary right or interest which might reasonably be expected to affect the value of any Real Property charged by the Deed or other Charged Property thereon and the costs incurred by the Bank in lodging from time to time a caution against registration of the Real property shall be deemed to be costs properly incurred by it under the Deed</p> <p><u>Definitions used in this form MG01</u></p> <p>In this deed unless there is something in the subject or context inconsistent therewith the following expressions shall have the following meanings</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	<p>undertakings whether as at 28 June 2011 or thereafter 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);</p> <p>"Book Debts" shall mean each and all parts of the Charged Property from time to time charged pursuant to clause 3 1 6 of this Deed,</p> <p>"Charged Property" shall mean each and all part(s) of the property, rights, assets and income of the Company from time to time charged or assigned to the Bank (whether by way of fixed or floating charge or assignment) by or pursuant to the Deed,</p> <p>"Event of Default" shall mean any one of the events specified in clause 8 of this Deed,</p> <p>"Facility Agreement" shall mean any agreement between the Company and the Bank in respect of any banking facilities made available to the Company by the Bank together with any subsequent amendments thereto or replacements thereof agreed between the Bank and the Company,</p> <p>"Planning Acts" shall mean a reference to any Act or Acts of Parliament for the time being in force and relating to town and country planning;</p> <p>"Real Property" shall mean each and all parts of the Charged Property from time to time charged by the Company pursuant to clause 1 1 1 and 1.1 2 of the Deed all of which Real Property is referred to at the schedule hereto;</p> <p>"Rent Account" shall mean the account to be opened for the receipt of Rental Income in accordance with clause 1 1 10.2 of the Deed,</p> <p>"Rental Income" shall mean 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 of 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</p> <p>"Security Interest" shall mean any mortgage, charge, pledge, lien, hypothecation, right of set-off, right of preference or any security interest (including without limitation title, transfer and retention arrangements) whether fixed or floating whatsoever howsoever created or arising.</p>	

**MG01 - continuation page**  
Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Continuation page 3</b></p> <p style="text-align: center;"><b>SCHEDULE</b></p> <p style="text-align: center;"><b>Charged Property</b></p> <p><b>All that freehold land known as Cobden Hill Infant School, Cobden Hill, Aldenham WD7 7JL as the same is registered at the Land Registry with title absolute under title number HD159657.</b></p>	



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

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

**COMPANY NO. 6437141  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED  
28 JUNE 2011 AND CREATED BY HERONSLEA PROPERTY  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO CLOSE BROTHERS LIMITED 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 5 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JULY 2011

