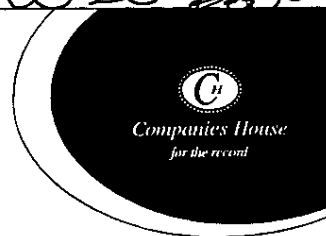


MG01

Particulars of a mortgage or charge

100020 1326



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

X 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

SATURDAY



A33

17/12/2011

COMPANIES HOUSE

#379

1 Company details

Company number

05218378

Company name in full

HALIFAX COLLEGE (UK) LTD

3

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

12/12/2011

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 created in favour of STARS Limited of 39 Welbeck Street, London, W1G 8DR (the "Lender")

4 Amount secured

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

Amount secured

See Schedule 1, attached

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	STAGS LIMITED
Address	39 WELBECK STREET, LONDON
Postcode	W1G 8DR
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

Short particulars

See schedule 2, attached

Continuation page

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

MG01

Particulars of a mortgage or charge

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 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).

9

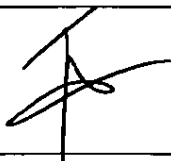
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of

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	JAGDISH JHALL
Company name	STACS LIMITED
Address	39 WELBECK STREET
Post town	LONDON
County/Region	LONDON
Postcode	W1G 8DR
Country	ENGLAND
DX	
Telephone	0207 467 5329

**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 NR 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

SCHEDULE 1

Under Clause 2.1 of the Debenture the Borrower covenants that it will on demand pay to the Lender all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Lender by the Borrower in whatever currency denominated whether on any account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principal or surety) when the same are due including all liabilities in connection with bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time and other charges and all legal and other costs charges and expenses incurred by the Lender in relation to the Borrower or the assets hereby charged (together with Value Added Tax thereon) on a full and unqualified indemnity basis

SCHEDULE 2

- 1 Under Clause 4 of the Debenture the Borrower charged to the Lender with full title guarantee as a continuing security for the payment of all moneys and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise hereby secured
 - 1 1 the freehold and leasehold property of the Borrower both present and future including but not limited to the properties specified in Part C of the schedule to the Debenture and all buildings and fixtures (including tenant's and trade fixtures) from time to time on any such property and all plant machinery vehicles computers and office and other equipment of the Borrower both present and future (excluding stock in trade of the Borrower) (the "**Properties**")
 - 1 2 all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Borrower both present and future in any Borrower firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights money or property accruing thereto or offered at any time by way of conversion redemption bonus preference option or otherwise in respect thereof (the "**Securities**")
 - 1 3 all book and other debts revenues and claims both present and future including things in action which may give rise to a debt revenue or claim and including without limitation bank deposits and credit balances and the benefit of all rights and claims of any nature whatsoever against any lessees, licensees or other occupiers and against all guarantors and sureties for the obligations of such lessees or occupiers from time to time of the whole or any parts of any of the Properties due or owing or which may become due or owing to or purchased or otherwise acquired by the Borrower and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same (the "**Debts**")
 - 1 4 the uncalled capital goodwill and all patents patent applications trade marks (including but not limited to those set out in Part A of the Schedule and service marks (whether registered or not) brand and trade names registered designs design rights and copyrights computer programmes inventions confidential information know-how and all other intellectual or intangible property or rights and all applications for the protection of any of the foregoing in any part of the world and all licences agreements and ancillary and connected rights and benefits relating to the intangible property both present and future of the Borrower (the "**Capital**")
 - 1 5 all present and future contracts or policies of insurance and assurance (including life policies) in which the Borrower now or hereafter has an interest and all

moneys from time to time payable thereunder including any refund of premium (the "Insurances")

1.6 the undertaking and all other property assets rights title and interest of the Borrower whatsoever and wheresoever both present and future including but not limited to the stock in trade of the Borrower wheresoever and the heritable property and the whole of the property assets and rights in Scotland which is or may be from time to time while this instrument is in force comprised in the property and undertaking of the Borrower and the Properties, Securities, Debts, Capital and Insurances (if and in so far as the charges thereon herein contained shall for any reason be ineffective as fixed charges) (the "Floating Charge Assets")

2. Under Clause 4.3, The Borrower covenants that it will not without the prior consent in writing of the Lender

2.1 sell assign discount factor pledge charge release set-off or otherwise dispose of the Debts or any part thereof or deal with the same otherwise than in accordance with clause 5.2(a) of the Debenture,

2.2 create or attempt to create or permit to subsist any mortgage debenture charge (whether fixed or floating) or pledge upon or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the goodwill undertaking property assets revenues and rights hereby charged (together the "Charged Assets") or any part thereof, or

2.3 part with possession transfer sell lease or otherwise dispose of the Charged Assets or any part thereof or attempt or agree so to do (except in the case of stock in trade charged by way of floating charge only which may be sold at market value in the usual course of trading as now conducted and for the purpose of carrying on its business).

3 Under Clause 4.4 of the Debenture, if the Borrower charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Floating Charge Assets or attempts so to do without the prior consent in writing of the Lender or if any person levies or attempts to levy any distress execution sequestration or other process against any of the Floating Charge Assets, the charge hereby created over the Floating Charge Assets shall automatically without notice instantly operate as a fixed charge. As a separate and independent right, the Lender may at any time by notice in writing to the Borrower convert any floating charge created hereby into a fixed charge as regards the assets specified in Part C 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. 5218378
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 12
DECEMBER 2011 AND CREATED BY HALIFAX COLLEGE (UK)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO STTAGS 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 17 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 DECEMBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES