

MG01

Particulars of a mortgage or charge

002137/13

Oyez

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 on a  
company. To do this, use  
form MG01s

WEDNESDAY



A07 25/07/2012 #33  
COMPANIES HOUSE

ase  
uk

Company details

Company number 06407273

Company name in full FIRCROFT ESTATES LIMITED

Filing in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

Date of creation of charge

Date of creation 23/07/2012

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 DEBENTURE

Amount secured

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

Amount secured SEE CONTINUATION SHEET

Continuation page

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

# MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	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	
Address	10 CROWN PLACE, LONDON	
Postcode	E C 2 A 4 F T	
Name		
Address		
Postcode		

<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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>FIRST THE FREEHOLD AND LEASEHOLD PROPERTY OF THE COMPANY WHEREVER SITUATE BOTH PRESENT AND FUTURE INCLUDING BUT NOT LIMITED TO THE "SPECIFICALLY CHARGED PROPERTY" - [NO PROPERTY IS SPECIFICALLY CHARGED BY THIS DEBENTURE] - AND ALL BUILDINGS AND ERECTIONS AND FIXTURES (INCLUDING TRADE FIXTURES) AND FITTINGS FROM TIME TO TIME ON OR IN ANY SUCH PROPERTY AND ALL RENTS AND OTHER INCOME DERIVED FROM ANY SUCH PROPERTY OR TO WHICH THE COMPANY MAY BE OR BECOME ENTITLED THEREFROM TOGETHER WITH THE RIGHT TO RECOVER THE SAME (BY ACTION OR OTHERWISE) IN THE NAME OF AND FOR THE ACCOUNT OF THE COMPANY.</p> <p>SECONDLY ALL FURNITURE FURNISHINGS EQUIPMENT AND PLANT OF EVERY NATURE WITHIN OR ON THE SPECIFICALLY CHARGED PROPERTY TOGETHER WITH ALL OTHER PLANT MACHINERY VEHICLES COMPUTERS AND OFFICE AND OTHER EQUIPMENT OF THE COMPANY BOTH PRESENT AND FUTURE (EXCLUDING STOCK IN TRADE OF THE COMPANY) .</p> <p>THIRDLY 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 COMPANY BOTH PRESENT AND FUTURE IN ANY COMPANY FIRM CONSORTIUM OR ENTITY WHERSOEVER 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.</p> <p>SEE CONTINUATION SHEET</p>	

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Particulars of a mortgage or charge



Amount secured	Amount secured
<p>Amount secured</p> <p>u + 10</p>	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>1 ALL PRESENT AND/OR FUTURE INDEBTEDNESS OF THE COMPANY TO THE BANK ON ANY ACCOUNT WHATSOEVER AS MENTIONED IN CLAUSE 3.1 OF THE DEBENTURE BEING ALL MONEY OBLIGATIONS AND LIABILITIES WHICH NOW ARE OR AT ANY TIME HEREAFTER MAY BE DUE OWING OR INCURRED FROM OR BY THE COMPANY TO THE BANK OR FOR WHICH THE COMPANY MAY BE OR BECOME LIABLE TO IT IN WHATEVER CURRENCY DENOMINATED ON ANY CURRENT OR OTHER ACCOUNT OR IN ANY MANNER WHATEVER (WHETHER ALONE OR JOINTLY WITH ANY OTHER PERSON OR CORPORATE BODY AND IN WHATEVER STYLE OR FORM AND WHETHER AS PRINCIPAL OR SURETY) INCLUDING (WITHOUT PREJUDICE TO THE GENERALITY OF THE ABOVE) ALL LIABILITIES IN CONNECTION WITH FOREIGN EXCHANGE TRANSACTIONS AND FOR ACCEPTING ENDORSING OR DISCOUNTING ANY NOTES OR BILLS AND/OR UNDER BONDS GUARANTEES INDEMNITIES DOCUMENTARY OR OTHER CREDITS OR ANY INSTRUMENTS WHATSOEVER FROM TIME TO TIME ENTERED INTO BY THE BANK FOR OR AT THE REQUEST OF THE COMPANY OR FOR ANY OTHER MATTER OR THING WHATSOEVER INCLUDING INTEREST TO THE DATE OF REPAYMENT (CALCULATED AT THE INTEREST RATE AND PAYABLE AS WELL AFTER AS BEFORE JUDGEMENT OR THE INSOLVENCY OF THE COMPANY) COMMISSION FEES AND OTHER CHARGES AND ALL LEGAL AND OTHER COSTS CHARGES AND EXPENSES ON A FULL INDEMNITY BASIS TOGETHER WITH ANY VALUE ADDED TAX AT THE APPLICABLE RATE WHICH MAY BE OR BECOME DUE IN RESPECT OF ALL OR ANY SUCH MATTERS.</p> <p>2. ALL OTHER LIABILITIES WHATSOEVER OF THE COMPANY TO THE BANK PRESENT FUTURE ACTUAL OR CONTINGENT.</p> <p>3. ALL COSTS AND MORTGAGEES' OR CHARGEES' EXPENSES ARISING UNDER THE DEBENTURE AS THEREIN PROVIDED.</p> <p>TOGETHER IN EACH CASE WITH INTEREST THEREON FROM DAY TO DAY FROM DEMAND UNTIL FULL DISCHARGE (AS WELL AFTER AS BEFORE JUDGEMENT OR THE INSOLVENCY OF THE COMPANY) AT THE INTEREST RATE.</p>

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Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

FOURTHLY ALL BOOK AND OTHER DEBTS REVENUES AND CLAIMS BOTH PRESENT AND FUTURE (INCLUDING CONTRACTUAL RIGHTS AND OTHER THINGS IN ACTION WHICH MAY GIVE RISE TO A DEBT REVENUE OR CLAIM) DUE OR OWING OR WHICH MAY BECOME DUE OR OWING TO OR PURCHASED OR OTHERWISE ACQUIRED BY THE COMPANY 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 CHARGES AND OTHER SECURITY AND ANY RESERVATION OF PROPRIETARY RIGHTS ANY RIGHTS OF SET OFF RIGHTS OF TRACING LIENS THE BENEFIT OF ANY INSURANCE PROCEEDS AND ALL OTHER RIGHTS AND REMEDIES IN RESPECT OF THEM

FIFTHLY THE UNCALLED CAPITAL GOODWILL AND CONNECTION AND ALL PATENTS PATENT APPLICATIONS TRADE MARKS TRADE NAMES REGISTERED DESIGNS DESIGN RIGHTS AND COPYRIGHTS ALL TRADE SECRETS AND KNOW HOW AND ALL LICENCES AND ANCILLARY AND CONNECTED RIGHTS RELATING TO THE INTANGIBLE PROPERTY BOTH PRESENT AND FUTURE OF THE COMPANY.

SIXTHLY THE UNDERTAKING AND ALL OTHER PROPERTY ASSETS AND RIGHTS OF THE COMPANY WHATSOEVER AND WHERESOEVER BOTH PRESENT AND FUTURE (INCLUDING BUT NOT LIMITED TO THE STOCK IN TRADE OF THE COMPANY AND ALL OFFICE SUPPLIES AND OTHER ITEMS CONSUMED OR USED UP DURING THE COURSE OF THE COMPANY'S NORMAL TRADING ACTIVITIES) AND THE PREMISES FIRST SECONDLY THIRDLY FOURTHLY AND FIFTHLY DESCRIBED (IF AND IN SO FAR ONLY AS THE CHARGES THEREON SHALL FOR ANY REASON BE INEFFECTIVE AS FIXED CHARGES OR OPERATE ONLY AS FLOATING CHARGES).

THE CHARGES CREATED BY THE DEBENTURE SHALL AS REGARDS THE ASSETS FIRST SECONDLY THIRDLY FOURTHLY AND FIFTHLY DESCRIBED ABOVE RANK AS FIRST FIXED CHARGES AND:

1. AS REGARDS ALL THE PROPERTY IN RESPECT OF WHICH A LEGAL ESTATE IS NOW VESTED IN THE COMPANY SHALL CONSTITUTE A CHARGE BY WAY OF LEGAL MORTGAGE THEREON AND
2. AS REGARDS ALL THE PROPERTY IN RESPECT OF WHICH A LEGAL ESTATE IS VESTED IN THE COMPANY AT ANY FUTURE TIME DURING THE CONTINUANCE OF THIS SECURITY SHALL CONSTITUTE A CHARGE BY WAY OF LEGAL MORTGAGE THEREON IMMEDIATELY THE DOCUMENTS OF TITLE IN RELATION TO THE SAME ARE DEPOSITED WITH THE BANK (WITHOUT ANY FURTHER ASSURANCE BY THE COMPANY OR INTERVENTION BY THE BANK)

AND AS TO THE PREMISES SIXTHLY DESCRIBED SHALL BE A FIRST FLOATING CHARGE (SUBJECT TO CLAUSE 2.4 OF THE DEBENTURE WHICH PROVIDES THAT THE CHARGE SHALL AUTOMATICALLY WITHOUT NOTICE OPERATE AS A FIXED CHARGE INSTANTLY IF THE COMPANY CHARGES PLEDGES OR OTHERWISE ENCUMBERS (WHETHER BY WAY OF FIXED OR FLOATING SECURITY) ANY OF THE ASSETS SIXTHLY DESCRIBED OR ATTEMPTS TO DO SO WITHOUT THE PRIOR CONSENT IN WRITING OF THE BANK OR IF ANY CREDITOR OR OTHER PERSON ATTEMPTS TO LEVY ANY DISTRESS EXECUTION SEQUESTRATION OR OTHER PROCESS AGAINST THOSE ASSETS

SEE CONTINUATION SHEET



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Particulars of a mortgage or charge

Oyez

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

# MG01 - continuation page

Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

THE DEBENTURE CONTAINS COVENANTS (INTER ALIA) THAT THE COMPANY WILL NOT WITHOUT THE PRIOR CONSENT IN WRITING OF THE BANK:

1. CREATE OR ATTEMPT TO CREATE OR PERMIT TO SUBSIST ANY OTHER MORTGAGE DEBENTURE CHARGE 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 CHARGED ASSETS RANKING IN PRIORITY TO OR PARI PASSU WITH THE DEBENTURE
2. PART WITH POSSESSION OF ASSIGN TRANSFER SELL LEASE OR OTHERWISE DISPOSE OF THE INTEREST OF THE COMPANY IN THE CHARGED ASSETS OR ANY PART THEREOF OR ATTEMPT OR AGREE SO TO DO (EXCEPT IN THE CASE OF STOCK IN TRADE WHICH MAY BE SOLD AT MARKET VALUE IN THE USUAL COURSE OF TRADING ONLY NOW CONDUCTED AND FOR THE PURPOSE OF CARRYING ON THE NORMAL BUSINESS OF THE COMPANY AND IN THE CASE OF ALL OFFICE SUPPLIES AND OTHER ITEMS WHICH ARE CONSUMED AND USED UP DURING THE COURSE OF THE COMPANY'S NORMAL TRADING ACTIVITIES)
3. CREATE OR PERMIT TO EXIST ANY MORTGAGE CHARGE DEBENTURE OR PLEDGE UPON ANY OF THE CHARGED ASSETS WHICH WILL RANK AFTER THE CHARGES CONTAINED IN THE DEBENTURE (PROVIDED THAT THE CONSENT OF THE BANK SHALL NOT BE UNREASONABLY WITHHELD)

THERE IS LIKEWISE A COVENANT NOT WITHOUT THE WRITTEN CONSENT OF THE BANK TO PART WITH POSSESSION OF THE PROPERTY OR ANY PART OR GRANT A TENANCY OR LEASE OR ACCEPT A SURRENDER OF ANY TENANCY OR LEASE RELATING TO THE PROPERTY OR ANY PART THEREOF NOR TO RELEASE OR VARY ANY OF THE TERMS OF NOR GRANT ANY CONSENT LICENCE OR PERMISSION UNDER ANY SUCH TENANCY OR LEASE NOR AGREE ANY RENT REVIEW NOR EXERCISE ANY POWER TO DETERMINE OR EXTEND THE SAME TO THE INTENT THAT THE STATUTORY AND OTHER POWERS OTHERWISE AVAILABLE TO THE COMPANY IN RESPECT OF ALL OR ANY SUCH MATTERS SHALL NOT BE EXERCISABLE DURING THE CONTINUANCE OF THIS SECURITY WITHOUT THE BANK'S CONSENT.

THERE IS A FURTHER COVENANT TO INFORM THE BANK FORTHWITH IF THE COMPANY ACQUIRES OR AGREES TO ACQUIRE ANY INTEREST IN FREEHOLD OR LEASEHOLD PROPERTY AND TO DEPOSIT WITH THE BANK AND TO PERMIT THE BANK DURING THE CONTINUANCE OF THIS SECURITY TO HOLD AND RETAIN ALL DEEDS AND DOCUMENTS OF TITLE RELATING TO THE PROPERTY OR ANY PART THEREOF AND SUCH OTHER DOCUMENTS RELATING TO THE PROPERTY AS THE BANK MAY FROM TIME TO TIME REQUIRE

SEE CONTINUATION SHEET

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Particulars of a mortgage or charge



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

# MG01 - continuation page

Particulars of a mortgage or charge



5

## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

Name

Address

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Name

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

AND A FURTHER COVENANT AT ANY TIME IF AND WHEN REQUIRED BY THE BANK TO PROVIDE SUCH INSTRUCTIONS AND AUTHORITIES ADDRESSED TO OR IN FAVOUR OF THE BANK OR OTHERWISE AND IN SUCH FORM AS THE BANK SHALL REQUIRE (INCLUDING ANY SUCH AS ARE REQUIRED FOR OR RELATE TO THE DUE PERFORMANCE OF THE COMPANY'S OBLIGATIONS UNDER ANY OTHER COVENANT IN THE DEBENTURE) AND TO EXECUTE SUCH FURTHER LEGAL OR OTHER MORTGAGES CHARGES TRANSFERS OR ASSIGNMENTS IN FAVOUR OF THE BANK AS THE BANK SHALL FROM TIME TO TIME REQUIRE OVER ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST THEREIN WHICH MAY COME INTO THE POSSESSION OF OR BE UNDER THE CONTROL OF THE COMPANY (INCLUDING ANY INTEREST WHICH IS OR IS RELATED TO A FREEHOLD OR LEASEHOLD INTEREST IN THE PROPERTY WHICH IS SUPERIOR TO THE CURRENT LEASEHOLD INTEREST OF THE COMPANY IN THE PROPERTY AND ALL RIGHTS AND REMEDIES RELATING THERETO BOTH PRESENT AND FUTURE (INCLUDING ANY VENDOR'S LIEN) TO SECURE ALL MONIES OBLIGATIONS AND LIABILITIES THEREBY COVENANTED TO BE PAID OR OTHERWISE THEREBY SECURED SUCH FURTHER MORTGAGES CHARGES TRANSFERS OR ASSIGNMENTS TO BE PREPARED BY OR ON BEHALF OF THE BANK AT THE COST OF THE COMPANY AND TO CONTAIN AN IMMEDIATE POWER OF SALE WITHOUT NOTICE A CLAUSE EXCLUDING SECTION 93 AND THE RESTRICTIONS CONTAINED IN SECTION 103 OF THE LAW OF PROPERTY ACT 1925 AND SUCH OTHER CLAUSES FOR THE BENEFIT OF THE BANK AS THE BANK MAY REASONABLY REQUIRE.

# MG01

## Particulars of a mortgage or charge

### 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

### 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).

### 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 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

AP/C01120-0006

Company name

Glovers Solicitors LLP

Address

6 York Street

London

Post town

County/Region

Postcode

W

1

U

6

Q

D

Country

DX

DX 44438 Marble Arch

Telephone

020 7935 8882

### 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](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)



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

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

**COMPANY NO. 6407273  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 23 JULY 2012  
AND CREATED BY FIRCROFT ESTATES 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 25 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JULY 2012

dt



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES