

MG01

Particulars of a mortgage or charge

112193 / 13



**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  
particulars of a charge for  
company. To do this, please  
use form MG01s

TUESDAY



LD5

\*L1FS3LZ6\*

21/08/2012

#17

COMPANIES HOUSE

**1 Company details**

Company number 00769026

Company name in full Kolup Investments Limited (the "Chargor")

33

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 08/08/2012

**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 dated 08 August 2012 (the "Legal Charge") between the  
Chargor and Nationwide Building Society ("Nationwide")

**4 Amount secured**

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

Amount secured All moneys and all obligations and liabilities on the  
date of the Legal Charge or in the future due, owing or  
incurred to Nationwide by the Chargor when the same  
become due for payment or discharge whether by  
acceleration or otherwise. The moneys, obligations or  
liabilities which are due, owing or incurred to  
Nationwide may be express or implied, present, future or  
contingent, joint or several, incurred as principal or  
under a guarantee or indemnity to Nationwide, originally  
owing to Nationwide or purchased or otherwise acquired  
by it, denominated in Sterling or in any other currency,  
or incurred on any banking or other account or in any  
other manner whatsoever (the "Secured Liabilities")

All capitalised terms used in this Form MG01 shall have  
the meanings set out in Schedule 2 of this Form MG01

**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

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

Name Nationwide Building Society

Address Nationwide House, Pipers Way,  
Swindon

Postcode S N 3 8 1 N W

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

Please see continuation sheet

All capitalised terms used in this Form MG01 shall have the meanings set out in Schedule 2 of this Form MG01

# 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 Olswang LLP

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 **Mariam Ayub**

Company name  
**OLSWANG LLP**

Address **90 High Holborn**

Post town **London**

County/Region

Postcode **W C 1 V 6 X X**

Country **United Kingdom**

DX **37972 Kingsway**

Telephone **020 7067 3000**



### 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)**

in accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> 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 style="text-align: center;"><b>SCHEDULE 1</b></p> <p style="text-align: center;"><b>SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</b></p> <p><b>1 CHARGES</b></p> <p><b>1 1 Fixed Charges</b></p> <p>The Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities charged to Nationwide</p> <p><b>1 1 1</b> by way of legal mortgage the Property together with all buildings, Fixtures (including trade Fixtures) and fixed plant and machinery from time to time on the Property together with all estates, rights, title, options, easements and privileges appurtenant to, or benefiting, the same including all beneficial interests and Rights of the Chargor in the Property and in any proceeds of sale or disposal of any part of the Property,</p> <p><b>1 1 2</b> by way of fixed charge any shares held by the Chargor in any company from time to time which has any rights in or is connected to the Property, and</p> <p><b>1 1 3</b> by way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Charged Property</p> <p><b>1 2 Assignment</b></p> <p>The Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities assigned to Nationwide</p> <p><b>1 2 1</b> the goodwill of the business carried on by the Chargor at the Property together with the benefit of any licences and registrations required or obtained for the running of such business, and</p> <p><b>1 2 2</b> all moneys from time to time payable to the Chargor under or pursuant to the Insurances</p>	

in accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	Please give the short particulars of the property mortgaged or charged	
	<p><b>1 3     Undertakings</b></p> <p>The Chargor undertook to Nationwide that during the continuance of the security under the Legal Charge it shall</p> <p><b>1 3 1</b>    not without the prior consent in writing of Nationwide (and then only in accordance with any conditions that may be attached to such consent) dispose of the Property or any estate or interest in it or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet, sublet or part with possession of the same or any part thereof (or agree to do any of these things), and</p> <p><b>1 3 2</b>    not without prior written consent of Nationwide</p> <p><b>1 3 2 1</b>    create or purpose to create or permit to subsist any Security Right over the whole or any part of the Charged Property other than a lien arising by operation of law (arising in the ordinary course of the Chargor's business and securing amounts not more than 30 days overdue) and any Permitted Charge, or</p> <p><b>1 3 2 2</b>    assign or create a Security Right over, or otherwise deal with the income from any lease or tenancy of, the Property, or</p> <p><b>1 3 2 3</b>    dispose of all or any part of the Charged Property or agree to do so, or</p> <p><b>1 3 2 4</b>    permit or agree to any variation of the Rights attaching to the whole or any part of the Charged Property</p> <p><b>1 4     Further Assurance</b></p> <p>The Chargor shall if and when at any time required by Nationwide execute such further Security Rights and assurances in favour of Nationwide and do and deliver all such acts and things as Nationwide shall from time to time require over or in relation to all or any of the Charged Property to secure the Secured Liabilities or to perfect or protect the security intended to be created by the Legal Charge over the Charged Property or any part of it and at any time on or after the Enforcement Date do and execute all acts, deeds and documents which Nationwide may then require to</p>	

in accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p style="text-align: center;">facilitate the realisation of the Charged Property</p> <p style="text-align: center;"><b>SCHEDULE 2</b></p> <p style="text-align: center;"><b>DEFINITIONS</b></p> <p><b>"Borrower"</b> means the Chargor and Crown View Estates Limited,</p> <p><b>"Charged Property"</b> means the property and all other assets and rights of the Chargor charged by the Legal Charge,</p> <p><b>"Enforcement Date"</b> means the date on which Nationwide demands the payment or discharge of all or any part of the Secured Liabilities or after the occurrence of an Event of Default or, if earlier, the date on which an application for an administration order is presented or any other formal step is taken with a view to appointing an administrator in relation to the Chargor,</p> <p><b>"Event of Default"</b> has the meaning given to it in the Facility Letter,</p> <p><b>"Facility Letter"</b> means at any time each and/or all the facility letters issued by Nationwide and accepted by the Borrower in respect of facilities made available by Nationwide to the Borrower,</p> <p><b>"Fixtures"</b> means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold, leasehold or commonhold property owned by the Chargor,</p> <p><b>"Insurances"</b> means all present and future contracts or policies of insurance effected by the Chargor in accordance with the Legal Charge or to which the Chargor is entitled in respect of the Charged Property,</p> <p><b>"Permitted Charge"</b> means any charge over the Charged Property which has been granted or permitted to subsist with the prior written consent of Nationwide,</p> <p><b>"Property"</b> means the property described in part C of the schedule of the Legal Charge as set out in Schedule 3 of this Form MG01,</p>	

in accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p> <b>"Rights"</b> means all the Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right, and         </p> <p> <b>"Security Right"</b> means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind         </p>	



**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

**SCHEDULE 3**

**PROPERTY**

1	Address/description of property 42 Gloucester Mews, London, W2
	Title number NGL 765506
	London borough/county/district City of Westminster
2	Address/description of property 52 Gloucester Mews, London, W2
	Title number NGL 702266
	London borough/county/district City of Westminster
3	Address/description of property 88 Gloucester Terrace, London, W2
	Title number NGL 702262
	London borough/county/district City of Westminster
4	Address/description of property 42 Westbourne Terrace, London, W2
	Title number NGL 765506
	London borough/county/district City of Westminster
5	Address/description of property 44 Westbourne Terrace, London, W2
	Title number NGL 702268
	London borough/county/district City of Westminster
6	Address/description of property 50 Westbourne Terrace, London, W2
	Title number NGL 702267

in accordance with Section 860 of the Companies Act 2006		<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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			London borough/county/district City of Westminster
	7	Address/description of property 52/54 Westbourne Terrace, London, W2	
		Title number NGL 702266	
		London borough/county/district City of Westminster	
	8	Address/description of property 58 Westbourne Terrace, London, W2	
		Title number NGL 765506	
		London borough/county/district City of Westminster	
	9	Address/description of property 60-62 Westbourne Terrace & 60-62 Gloucester Mews, London, W2	
		Title number NGL 701840	
		London borough/county/district City of Westminster	
	10	Address/description of property 74 Westbourne Terrace, London W2	
		Title number NGL 702271	
		London borough/county/district City of Westminster	
	11	Address/description of property 90 Westbourne Terrace, London, W2	
		Title number NGL 765506	
		London borough/county/district City of Westminster	
	12	Address/description of property 94 Westbourne Terrace, London, W2	
		Title number NGL 765506	
		London borough/county/district City of Westminster	

in accordance with  
Section 860 of the  
Companies Act 2006

# **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

13	Address/description of property 46 Westbourne Terrace, W2
	Title number NGL 765506
	London borough/county/district City of Westminster
14	Address/description of property 48 Westbourne Terrace, W2
	Title number NGL 765506
	London borough/county/district City of Westminster
15	Address/description of property 54 Gloucester Mews, W2
	Title number NGL 702266
	London borough/county/district City of Westminster



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

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

**COMPANY NO. 769026  
CHARGE NO. 33**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 8  
AUGUST 2012 AND CREATED BY KOLUP INVESTMENTS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO NATIONWIDE BUILDING  
SOCIETY 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  
21 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 AUGUST 2012

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES