

MG01

112196 / 13



Particulars of a mortgage or charge

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

TUESDAY



L1FS3LW1

LD5

21/08/2012

#3

COMPANIES HOUSE

1

Company details

Company number

0 0 7 6 9 0 2 6

Company name in full

Kolup Investments Limited (the "Assignor")

34

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

d0 d8 m0 m8 y2 y0 y1 y2

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

Deed of Rental Assignment dated 08 August 2012 (the "Deed of Rental Assignment") between the Assignor 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 Deed of Rental Assignment or in the future due, owing or incurred to Nationwide by the Assignor 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 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

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	
Short particulars	<div style="text-align: center;"> SCHEDULE 1 Short Particulars of all the property mortgaged or charged </div> <div> <p>1 Assignment</p> <p>The Assignor with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities assigned to Nationwide the Rents</p> <p>2 Undertakings</p> <p>The Assignor undertook to Nationwide that it shall not</p> <div style="margin-left: 40px;"> <p>2 1 assign or dispose or purport to assign or dispose of the Rents in whole or in part or grant, create or permit to subsist any Security Right (whether ranking in priority to, pari passu with or subordinate to the security created pursuant to the Deed of Rental Assignment) on or against the Rents or any part thereof without the express prior written consent of Nationwide, and</p> <p>2 2 release payment or grant time or indulgence in relation to the Rents or suffer to arise any set-off or other adverse rights against the Rents or do or omit to do anything which may delay or prejudice the right of Nationwide to receive payment of the Rents</p> </div> <p>3 Further assurance</p> <p>The Assignor shall if and when at any time required by Nationwide</p> <div style="margin-left: 40px;"> <p>3 1 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 Rents to secure the Secured Liabilities or to perfect or protect the security intended to be created by the Deed of Rental Assignment over the Rents or any of them, and</p> <p>3 2 at any time on or after the Enforcement Date do and execute all acts, deeds and documents which Nationwide may then require to facilitate the realisation of the Rents</p> </div> </div>	

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	
	<p style="text-align: center;">SCHEDULE 2</p> <p style="text-align: center;">Definitions</p> <p>"Borrower" means the Assignor and Crown View Estates Limited,</p> <p>"Enforcement Date" means the date on which Nationwide demands the payment or discharge of all or any part of the Secured Liabilities or, if earlier, any date on, or after, the occurrence of an Event of Default,</p> <p>"Event of Default" has the meaning given to it in the Facility Letter,</p> <p>"Facility Letter" 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>"Property" means the property described in part C of the schedule of the Deed of Rental Assignment (as set out in Schedule 3 of this Form MG01),</p> <p>"Rents" means all the right, title, benefit and interest (whether present or future) of the Assignor in and to all rent, licence fees or other sums of money on the date of the Deed of Rental Assignment or at any time received or recoverable by the Assignor from any tenant or licensee of the Property or any part thereof, and</p> <p>"Security Right" 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

The 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
	London borough/county/district City of Westminster

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

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
13	Address/description of property 46 Westbourne Terrace, W2
	Title number NGL 765506
	London borough/county/district City of Westminster

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

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



FILE COPY

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. 34

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF RENTAL ASSIGNMENT
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 23 AUGUST 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES