

MG01

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

SATURDAY



A08 28/01/2012 #346
COMPANIES HOUSE

1

Company details

Company number

0 1 0 7 1 0 4 2 ✓

Company name in full

PALAVILLE LIMITED (the "Charging Company")

3

For official use

→ **Filing 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

2 0 1 2 0 1 2

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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'

SUPPLEMENTAL LEGAL CHARGE dated 20 January 2012 between, among others, the Charging
Company and the Security Agent (the "Supplemental Charge").

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Amount secured

Amount secured

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

All money or liabilities due, owing or incurred to any Secured Party
by any Charging Company or any other Obligor under any Finance
Document as at 20 January 2012 or in the future, in any manner
whether actual or contingent, whether incurred solely or jointly
with any other person and whether as principal or surety, together
with all interest accruing thereon and including all liabilities in
connection with any notes, bills or other instruments accepted by
any Secured Party for or at the request of an Obligor and all losses
incurred by any Secured Party in connection therewith except for
any money or liability which, if it were so included, would cause
the infringement of section 151 of the Companies Act 1985 (the
"Indebtedness")

Continued on continuation page

Continuation page

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

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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 THE ROYAL BANK OF SCOTLAND PLC

Address 15 Bishopsgate, London as security agent (the "Security Agent")

Postcode E C 2 P 2 A P

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

1. CHARGING CLAUSE

The Charging Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee and by way of first legal mortgage, all the Charging Company's right, title and interest from time to time in the Mortgaged Properties

2 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Charging Company may not:

(a) create or agree to create or permit to subsist any Security over all or any part of any Mortgaged Property; or

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of any Mortgaged Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of any Mortgaged Property, except as permitted by the Facilities Agreement or with the prior consent of the Security Agent.

3 FURTHER ASSURANCE**3 1 General**

(a) The Charging Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require.

(i) to perfect and/or protect the security created (or intended to be created) by the Supplemental 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

N/A

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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

Signature

Signature

X Ashurst LLP

X

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

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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 SKLIRH/R546 00534/23149277

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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

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Amount secured

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

Amount secured

NOTE

In this Form MG01:

"Facilities Agreement" means the term and revolving facilities agreement dated 29 March 2006 under which certain lenders have made available facilities to London Merchant Securities plc,

"Finance Documents" means Finance Documents as such term is defined in the Facilities Agreement;

"Mortgaged Properties" means.

(a) the properties specified in the schedule to the Supplemental Charge, as set out in the schedule hereto,

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property (for the avoidance of doubt, not including any landlord's fixtures or fittings); and

(c) all Related Rights,

"Obligors" means Obligors as such term is defined in the Facilities Agreement,

"Original Debenture" means the debenture dated 29 March 2006 between, amongst others, the Charging Company and the Security Agent,

"Related Rights" means, in relation to any asset,

(a) the proceeds of sale of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and

(d) any moneys and proceeds paid or payable in respect of that asset

"Secured Parties" means the Finance Parties, as such term is defined in the Facilities Agreement, and

"Security" means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

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Please give the short particulars of the property mortgaged or charged

Short particulars

(ii) to facilitate the realisation or enforcement of such security;

(iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Supplemental Charge, and/or

(iv) to confer on the Security Agent security over any assets of the Charging Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Supplemental Charge,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

(b) Any security document required to be executed by the Charging Company under clause 5.1 of the Original Debenture will contain clauses corresponding to and no more onerous than the provisions set out therein

SCHEDULE Mortgaged Property

Registered Land

County and District (or London Borough)	Address or description	Title No
Camden	The properties collectively known as "120 to 134 Tottenham Court Road, London", comprising	
	1. 120 to 125 Tottenham Court Road, 50 Grafton Way and 5 Fitzroy Court,	NGL670537
	2. 126 to 134 Tottenham Court Road, 5, 6, and 7 Warren Street, 2 to 4 Fitzroy Court and land on the east side of Whitfield Place,	NGL670621
	3. Fitzroy Court, Tottenham Court Road;	NGL690351
	4. 126 to 134 Tottenham Court Road	NGL706603
Camden	18 to 24 Howland Street, London W1	Part of NGL778069 as shown edged in red on the plan attached to the Supplemental Charge
Tower Hamlets	Morrison Buildings South, Commercial Road, Whitechapel, London E1 1LJ (known as "60 Commercial Road")	LN45860

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County and District (or London Borough)	Address or description	Title No.
Tower Hamlets	Land adjacent to 155 Back Church Lane, London	EGL498807
Camden	9 to 18 Maple Place, London W1T 4BD	NGL644848
Unregistered Land		
None as at 20 January 2012		



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

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

COMPANY NO. 1071042
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 20 JANUARY 2012 AND CREATED BY PALAVILLE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY CHARGING COMPANY OR ANY OTHER
OBLIGOR TO ANY SECURED PARTY 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 28 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 FEBRUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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