002329 / 26

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

TUESDAY

A29STMEP

A05 04/06/2013 #31

COMPANIES HOUSE

A fee is payable with this form. Please see 'How to pay' on the last page

You can use the WebFi Please go to www companieshouse gov uk

✓ **What this form is for** You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for** You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record

For official use

1 Company details

Company number 1 9 9 2 4 7 1

Company name in full THOBURN ASSOCIATES LIMITED

→ **Filling in this form** Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date d2 d8 m0 m5 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name COUTTS & COMPANY (CRN 36695)

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

1. By way of Legal Mortgage of all legal interests and otherwise by way of Fixed Charge 45 Britton Street London EC1M 5NA comprised in Land Registry Title Number NGL617443 ("the Property") to the full extent of the Company's interest in the Property or its proceeds of sale; and

2. By way of Fixed Charge·-
2 1 all the fixtures and fittings of the Company from time to time attached to the Property;
2 2 all the plant and machinery, vehicles and computer equipment of the Company present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,
2.3 all furniture, furnishings, equipment, tools and other chattels of the Company now and in the future at the Property and not regularly disposed of in the ordinary course of business; and

3 By way of Fixed Charge the present and future goodwill of any business carried on at the Property by or on behalf of the Company, all rents

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

[x] **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

[x] **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

[x] **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X X

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name B J S Blower Esq

Company name Nicholsons Solicitors LLP

Address 23 Alexandra Road

Post town Lowestoft

County/Region Suffolk

Postcode N R 3 2 1 P P

Country

DX DX41204 Lowestoft

Telephone 01502 532300

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

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 filed on paper

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 Sections 859A and 859J of the Companies Act 2006

MR01 - continuation page

Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the other assets charged.

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1992471

Charge code: 0199 2471 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2013 and created by THOBURN ASSOCIATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th June 2013

Given at Companies House, Cardiff on 6th June 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Coutts | Please do not pin staple or clip Bank copy

5 LAND Co Com Direct **Legal Charge** **Secs 3 Commercial (09/03)**

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED. IN THE CASE OF REGISTERED LAND THIS DOCUMENT AND ANY PRIORITY AGREEMENT WITH ANY OTHER LENDER WILL BE PUBLIC DOCUMENTS.

Date 28th May 2013 Sub to date

Definitions

Mortgagor. **Thoburn Associates Limited (Company Registered Number 1992471) whose registered office is situate at Tavistock House South Tavistock Square London WC1H 9LG**

Bank. Coutts & Company (Company No 36695) whose registered office is situate at 440 Strand London WC2R 0QS

Interest: Interest at the rate(s) charged to the Mortgagor by the Bank from time to time

Property Administative Area Islington

Description **45 Britton Street London EC1M 5NA**

Tenure Freehold

Land Registry Title No(s) NGL617443

We hereby certify that this is a true copy of the original document in our possession

Signed Nicholsons LLP
Nicholsons Solicitors
Lowestoft
Dated 29 May 2013

Charged Assets: The assets charged by Clause 1 2

Goodwill: The present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor

Mortgagor's Obligations: All the Mortgagor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

Expenses All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Mortgagor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

Required Currency The currency or currencies in which the Mortgagor's Obligations are expressed from time to time

Charge

1 **The** Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank -

1.1 **By** way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale)

1.2 **By** way of fixed charge -

1 2 1 **All** the fixtures and fittings of the Mortgagor from time to time attached to the Property

1 2 2 **All** the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts

1 2 3 **All** furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business

1 3 **By** way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

Repair Alteration and Insurance

2 1 **The** Mortgagor will keep the Property and the Charged Assets in good condition and comprehensively insured to the Bank's reasonable satisfaction for their full reinstatement cost and in default the Bank (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property and the Charged Assets The Mortgagor will deposit with the Bank the insurance policy or where the Bank agrees a copy of it

2 2 **The** Mortgagor will not without the prior written consent of the Bank make any alteration to the Property which would require Planning Permission or approval under any Building Regulations

2 3 **The** Mortgagor will hold in trust for the Bank all money received under any insurance of the Property or the Charged Assets and at the Bank's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations

Restrictions on Charging Leasing Disposing and Parting with possession

3 1 **The** Mortgagor will not without the Bank's prior written consent -

3 1 1 **Create** or permit to arise any mortgage charge or lien on the Property the Charged Assets or the Goodwill

3 1 2 **Grant** or accept a surrender of any lease or licence of the Property the Charged Assets or the Goodwill

3 1 3 **Dispose** of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill

3 2 **If** the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee In the case of Registered Land this will require registration and will be a public document

3 3 **The** Mortgagor applies and agrees that the Bank may apply for a restriction to be entered on the Register of any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the Charges Register

Powers of the Bank

4 1 **The** Bank may without restriction grant or accept surrenders of leases of the Property and the Charged Assets

4 2 **Section 103** of the Law of Property Act 1925 shall not apply and the Bank may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed

4 3 **The** Bank may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration

4 4 **All** or any of the powers conferred on a Receiver by Clause 5 may be exercised by the Bank without first appointing a Receiver or notwithstanding any appointment

4 5 **The** Bank will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Bank

4 6 **Section 93(1)** of the Law of Property Act 1925 shall not apply to this deed

4 7 **In** addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off the whole or any part of the Mortgagor's Obligations against any deposit or credit balance on any account of the Mortgagor with the Bank (whether or not that deposit or balance is due to the Mortgagor)

4 8 **Despite** any term to the contrary in relation to any deposit or credit balance on any account of the Mortgagor with the Bank that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Mortgagor before all the Mortgagor's Obligations have been discharged but the Bank may without prejudice to this deed permit the Mortgagor to make withdrawals from time to time

4 9 **The** Bank may exchange or convert to the Required Currency any currency held or received

Receivers

5 1 **Any** Receiver appointed by the Bank shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally -

5 1 1 To take possession of and generally manage the Property and the Charged Assets and any business carried on at the Property

5 1 2 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment

5 1 3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land

5 1 4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property

5 1 5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor

5 1 6 To take continue or defend any proceedings and enter into any arrangement or compromise

5 1 7 To insure the Property and the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen

5 1 8 To employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies

5 1 9 To borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers

5.1 10 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill

5 2 If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property The Receiver will account to the Bank for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Bank to the Mortgagor

5 3 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

Power of Attorney

6 The Mortgagor irrevocably appoints the Bank and any Receiver severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this deed or the exercise of any of their powers

Appropriation

7 1 Subject to Clause 7 2 the Bank may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Mortgagor's Obligations as the Bank decides

7 2 The Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Property the Charged Assets or the Goodwill Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Mortgagor's Obligations outstanding at the time of receiving such notice

Preservation of other Security and Rights and Further Assurance

8 1 This deed is in addition to any other security present or future held by the Bank for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank

8 2 The Mortgagor will at the Mortgagor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure the Mortgagor's Obligations on the Property the Charged Assets and the Goodwill

Memorandum and Articles of Association

9 **If** the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association

Notices

10 1 **Any** notice or demand by the Bank may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Bank or if the Mortgagor is

10 1 1 **A** company may be served personally on any of its directors or its secretary

10 1 2 **A** limited liability partnership may be served personally on any of its members

10 2 **A** notice or demand by the Bank by post shall be deemed served on the day after posting

10 3 **A** notice or demand by the Bank by fax shall be deemed served at the time of sending

Governing Law

11 **This** deed shall be governed by and construed in accordance with English law

Interpretation

12 1 **The** expressions "Mortgagor" and "Bank" where the context admits include their respective successors in title and assigns

12 2 **If** two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them

12 3 **References** to the "Property" and the "Charged Assets" include any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property

12 4 **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select

12 5 **Each** of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

In Witness of which this deed has been duly executed

Signed and **Delivered** as a deed by the Mortgagor acting by a director and its secretary or two directors	)	Director
	)	Secretary/Director

The Common Seal of the Mortgagor was affixed in the presence of -

Director _____

Secretary _____