

MG01

Particulars of a mortgage or charge

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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

COMPANIES HOUSE

Please return
via
CH London Counter

☒ **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

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Ireland

TUESDAY



LD3 15/11/2011 15

lease
v uk

1 Company details		For official use	
Company number	0 3 5 3 9 1 0 2	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *	
Company name in full	12 Greencroft Gardens Limited (the Chargor)		
2 Date of creation of charge			
Date of creation	d 0 3 m 1 1 y 2 0 1 1		
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	Debenture dated 3 November 2011 and made between (1) the Chargor and (2) The Royal Bank of Scotland plc (the Lender) (the Debenture)		
4 Amount secured			
Please give us details of the amount secured by the mortgage or charge.			
Amount secured	All (a) indebtedness of the Chargor to the Lender of any kind and in any currency, including interest and bank charges, (b) other liabilities of the Chargor to the Lender, and (c) costs and expenses (including legal fees) reasonably incurred by the Lender in connection with that indebtedness, those liabilities and the Debenture, on a full indemnity basis, together with interest at the Default Rate on those amounts from the date on which the liability was incurred to the date of actual payment (both before and after judgment) (Secured Liabilities) Capitalised terms not defined on this page are defined on the MG01 continuation page at paragraph 4		
		Continuation page Please use a continuation page if you need to enter more details	

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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	Real Estate Finance						
	280 Bishopsgate, London						
Postcode	E	C	2	M		4	R B
Name							
Address							
Postcode							

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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 See the MG01 Continuation Sheet attached

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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

Nil

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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 *ENR Deaton UK 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

Lorraine Davis (Ref 70001 00810)

Company name

SNR Denton UK LLP

Address

One Fleet Place

Post town

London

County/Region

Greater London

Postcode

E C 4 M 7 W S

Country

England

DX

DX 242

Telephone

020 7246 7130



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 Creation of Security</p> <p>1.1 Land</p> <p>The Chargor charged</p> <p>(a) by way of legal mortgage its interest in the Mortgaged Land, and</p> <p>(b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land</p> <p>1.2 Investments</p> <p>The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Investments held for it by any nominee</p> <p>1.3 Equipment</p> <p>The Chargor charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 1 1 (<i>Land</i>) of the Debenture</p> <p>1.4 Bank Accounts</p> <p>The Chargor charges by way of fixed charge all amounts standing to the credit of each bank account in its name and all of its right, title and interest in and relating to each such bank account</p> <p>1.5 Intellectual Property Rights</p> <p>The Chargor charged by way of fixed charge all Intellectual Property Rights</p> <p>1.6 Goodwill</p> <p>The Chargor charged by way of fixed charge its goodwill</p> <p>1.7 Uncalled capital</p> <p>The Chargor charged by way of fixed charge its uncalled capital</p> <p>1.8 Authorisations</p> <p>The Chargor charged by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 9 Collateral Warranties</p> <p>The Chargor charged by way of fixed charge all its rights under any Collateral Warranties</p> <p>1.10 Derivative Contracts</p> <p>The Chargor charged by way of fixed charge its right to receive all moneys payable under any Derivative Contract</p> <p>1.11 Insurances</p> <p>The Chargor assigned absolutely all its rights and interests under the Insurances</p> <p>1 12 Other contractual rights</p> <p>The Chargor assigned absolutely all its rights and interests under or in respect of</p> <p>(a) each Lease Document,</p> <p>(b) all Rental Income,</p> <p>(c) all Net Disposals Proceeds payable to the Chargor in respect of the Mortgaged Land,</p> <p>(d) any guarantee of Rental Income contained in or relating to any Lease Document,</p> <p>(e) each appointment of a Managing Agent (if any), and</p> <p>(f) any other agreement to which it is a party which is not otherwise effectively assigned or charged by way of fixed charge pursuant to Clause 3 of the Debenture, except any Derivative Contract</p> <p>1 13 Other assets</p> <p>1 13 1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture</p> <p>1 13 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture</p> <p>1 14 Trust</p> <p>1 14 1 Subject, as noted in paragraph 1 14 2, if or to the extent that the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Lender</p>	

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	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>1 14 2 If the reason referred to in paragraph 1 14 1 is that</p> <ul style="list-style-type: none"> (a) a consent or waiver must be obtained, or (b) a condition must be satisfied, <p>then</p> <ul style="list-style-type: none"> (i) subject to paragraph 1 14 3, the Chargor shall apply for the consent or waiver, and (ii) the Chargor shall use its best endeavours to satisfy the condition, <p>in each case within 14 days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 14 days of the date of acquisition</p> <p>1 14 3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall</p> <ul style="list-style-type: none"> (a) use its best endeavours to obtain it as soon as possible, and (b) keep the Lender informed of the progress of the negotiations to obtain it <p>1 14 4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under Clause 3 of the Debenture and, in relation to such Security Asset, the trust referred to in paragraph 1 14 1 shall terminate</p> <p>2 Nature of Security created</p> <p>2 1 General</p> <p>The Security created under the Debenture was created</p> <ul style="list-style-type: none"> (a) as a continuing security to secure the payment and discharge of the Secured Liabilities, (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them, (c) in favour of the Lender, and (d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)

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Short particulars	2 2	<p>Security over Derivative Contracts</p> <p>The Security created under the Debenture over any Derivative Contract applies net of set-off or combination of accounts owed under, and in accordance with the terms of, that Derivative Contract</p>
	3	<p>Negative pledge</p> <p>The Chargor shall not create or permit to subsist any Security over any Security Asset except for Permitted Security</p>
	4	<p>Definitions</p> <p>Agreement for Lease means an agreement to grant an Occupational Lease</p> <p>Authorisation means an authorisation, consent, permission (including an Environmental Permit), approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>Collateral Warranties means any collateral warranties or the benefit of any construction related agreement obtained by the Chargor from time to time in connection with any Property</p> <p>Derivative Contract means</p> <p>(a) any Hedging Agreement, and</p> <p>(b) any other master agreement, schedule, confirmation, novation or other instrument entered into by the Chargor and a counterparty in connection with protection against or benefit from fluctuation in any rate or price</p> <p>Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties</p> <p>Hedging Agreement means any master agreement, schedule, confirmation, novation or other instrument in the agreed form entered into by the Company and the Hedging Counterparty in connection with managing the interest rate liabilities under the Finance Documents</p> <p>Intellectual Property Rights means</p> <p>(a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,</p>
		<p>(a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,</p>

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Short particulars	<p>(b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and</p> <p>(c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,</p> <p>arising or subsisting in any jurisdiction and whether registered or not</p> <p>Investments means</p> <p>(a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations), and</p> <p>(b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,</p> <p>and includes all dividends, interest and other distributions paid or payable on or in respect of them</p> <p>Land has the same meaning as it has in section 205(1) of the Act</p> <p>Lease Document means</p> <p>(a) an Agreement for Lease,</p> <p>(b) an Occupational Lease, or</p> <p>(c) any other document designated as such by the Lender and the Company and any document supplemental to any Lease Document</p> <p>Mortgaged Land means the freehold property known as 12 Greencroft Gardens, London NW6 3LS registered at the Land Registry under title number NGL126144</p> <p>Net Disposal Proceeds means all sums other than Rental Income payable to the Company, whether by purchasers or others, on the disposal of, or the grant or creation of an interest in, the Property or any part of it, including</p> <p>(a) all deposits paid or payable to the Company,</p> <p>(b) any other sums of a capital nature derived from a Property or any dealing with it, and</p>	

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Short particulars	<p>(c) any compensation or damages received for any use or disturbance, blight or compulsory purchase affecting a Property or any part of it (excluding any amount received in respect of dilapidations),</p> <p>in each case after deduction of all reasonable costs and expenses directly and properly incurred in connection with that disposal, grant or creation in amounts approved by the Lender</p> <p>Occupational Lease means any lease or licence or other right of occupation or right to receive rent in respect of all or part of a Property</p> <p>Rental Income means the aggregate of all amounts paid or payable to or for the account of the Company in connection with the letting, use or occupation of any part of a Property, including (without double counting)</p> <p>(a) rent, ground rent, licence fees and equivalent amounts paid or payable,</p> <p>(b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations (other than monies held on a residential tenancy deposit scheme),</p> <p>(c) a sum equal to any apportionment of rent allowed in favour of the Company,</p> <p>(d) any other moneys paid or payable in respect of occupation or usage of a Property and any fixture and fitting on a Property including any fixture or fitting for display or advertisement, on licence or otherwise,</p> <p>(e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,</p> <p>(f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document,</p> <p>(g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document,</p> <p>(h) any Tenant Contributions, and</p> <p>(i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to in paragraphs (a) to (h) above less any related fees and expenses incurred by the Company which have not been reimbursed by another person</p> <p>Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

Security Assets means all of the assets of the Chargor which are the subject of any Security created or to be created by the Debenture

Tenant Contributions means any moneys paid or payable to the Company by a tenant under a Lease Document or by any other occupier of a Property by way of

- (a) contribution to
 - (i) insurance premiums,
 - (ii) the cost of an insurance valuation,
 - (iii) a service charge to cover costs incurred by the Company in performing any repairing or similar obligation relating to a Property or in providing services to any tenant of a Property, or
 - (iv) a sinking fund, or
- (b) VAT



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3539102
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 NOVEMBER
2011 AND CREATED BY 12 GREENCROFT GARDENS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC 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 15 NOVEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 NOVEMBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES