

MG01

Particulars of a mortgage or charge

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Oyez

A fee is payable with this form.

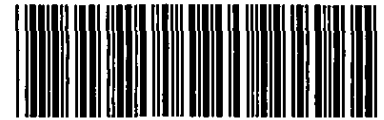
We will not accept this form unless you send the correct fee

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 re-
particulars of a charge for a Sc
company. To do this, please u
form MG01s

SATURDAY



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A03

04/08/2012

#2

COMPANIES HOUSE

1	Company details	For official use
Company number	0 6 7 5 3 2 2 4	Filing 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	COVENT GARDEN EXCHANGE LIMITED ("THE CHARGOR")	
2	Date of creation of charge	
Date of creation	2 7 0 7 2 0 1 2	
3	Description	
Description	LEGAL CHARGE	
4	Amount secured	
Amount secured	ALL OR ANY MONEY AND LIABILITIES WHICH SHALL FROM TIME TO TIME (AND WHETHER ON OR AT ANY TIME AFTER DEMAND) BE DUE, OWING OR INCURRED IN WHATSOEVER MANNER TO THE BANK BY THE CHARGOR, WHETHER ACTUALLY OR CONTINGENTLY SOLELY OR JOINTLY AND WHETHER AS PRINCIPAL OR SURETY (OR GUARANTOR OR CAUTIONER), INCLUDING ANY MONEY AND LIABILITIES OF THE CHARGOR TO A THIRD PARTY WHICH HAVE BEEN ASSIGNED OR NOVATED TO OR OTHERWISE VESTED IN THE BANK AND INCLUDING DISCOUNTS, COMMISSION AND OTHER LAWFUL CHARGES OR EXPENSES WHICH THE BANK MAY IN THE COURSE OF ITS BUSINESS CHARGE OR INCUR IN RESPECT OF ANY OF THOSE MATTERS OR FOR KEEPING THE CHARGOR'S ACCOUNT AND SO THAT INTEREST SHALL BE COMPUTED AND COMPOUNDED ACCORDING TO THE BANK'S USUAL RATES AND PRACTICE AFTER AS WELL AS BEFORE ANY DEMAND MADE OR JUDGMENT OR DECREE OBTAINED UNDER OR IN RELATION TO THE LEGAL CHARGE	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

INVESTEC BANK PLC

Address

(Company No 00489604)

2 Gresham Street, London

Postcode

E C 2 V 7 Q 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

THE CHARGOR, WITH FULL TITLE GUARANTEE AND AS A CONTINUING SECURITY FOR THE PAYMENT AND DISCHARGE OF THE AMOUNT SECURED HEREBY CHARGES TO THE BANK -

(1) BY WAY OF LEGAL MORTGAGE, THE PROPERTY DESCRIBED IN THE SCHEDULE TO THE LEGAL CHARGE AS ALL THAT FREEHOLD LAND AND BUILDINGS SITUATE AT AND KNOWN AS ALL THAT FREEHOLD LAND AND BUILDINGS BEING 1 - 5 EXCHANGE COURT, LONDON, WC2R 0JU AS THE SAME IS REGISTERED AT H M LAND REGISTRY UNDER TITLE NUMBER NGL873320 ("THE MORTGAGED PROPERTY")

(2) BY WAY OF FIXED CHARGE

- (I) ALL PRESENT AND FUTURE CONTRACTS OR POLICIES OF INSURANCE TAKEN OUT BY THE CHARGOR IN RESPECT OF THE PROPERTY OR ANY PART THEREOF ("THE INSURANCES") AND THE PROCEEDS OF ALL CLAIMS AND ALL SUMS PAID OUT ON THE INSURANCES (OR ANY OF THEM),
- (II) ALL PLANT AND MACHINERY, COMPUTERS, OFFICE AND OTHER EQUIPMENT (IF ANY) SPECIFIED IN SCHEDULE 2 (PLANT, MACHINERY AND EQUIPMENT) OF THE LEGAL CHARGE (NONE) AND THE BENEFIT OF ALL CONTRACTS AND WARRANTIES RELATING TO THE SAME
- (III) THE GOODWILL OF ANY BUSINESS CARRIED ON BY THE CHARGOR AT THE PROPERTY, AND
- (IV) ALL AUTHORISATIONS (STATUTORY OR OTHERWISE) HELD OR REQUIRED IN CONNECTION WITH THE CHARGOR'S BUSINESS CARRIED ON AT THE PROPERTY OR THE CHARGOR'S USE OF THE PROPERTY, AND ALL RIGHTS IN CONNECTION WITH THEM

PLEASE SEE CONTINUATION SHEET

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Particulars of a mortgage or 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

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 *Flowers Solicitors LLP* X

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

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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

Richard Gilchrist

Company name

Glovers Solicitors LLP

Address

6 York Street

London

Post town

County/Region

Postcode

W

1

U

6

Q

D

Country

DX

DX 44438 Marble Arch

Telephone

020 7935 8882



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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Particulars of a mortgage or charge



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

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Particulars of a mortgage or charge



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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
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Name	
Address	
Postcode	
Name	
Address	
Postcode	

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	THE LEGAL CHARGE CONTAINS (INTER ALIA) PROVISIONS THAT THE CHARGOR SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK (I) CREATE OR ATTEMPT TO CREATE OR PERMIT TO SUBSIST IN FAVOUR OF ANY PERSON OTHER THAN THE BANK ANY MORTGAGE, CHARGE, STANDARD SECURITY, RIGHT IN SECURITY, SECURITY, PLEDGE, LIEN, ASSIGNMENT, ASSIGNATION, GUARANTEE, INDEMNITY, RIGHT OF SET-OFF, RIGHT TO RETENTION OF TITLE OR OTHER ENCUMBRANCE, WHETHER FIXED OR FLOATING, OVER ANY PRESENT OR FUTURE PROPERTY ASSETS OR UNDERTAKING ON OR AFFECTING THE ASSETS, PROPERTY AND RIGHTS OF THE CHARGOR ("THE CHARGED PROPERTY") IN THE CHARGED PROPERTY OR ANY PART THEREOF, (II) SELL, TRANSFER OR OTHERWISE DISPOSE OF OR DEAL WITH ANY OF THE CHARGED PROPERTY OR ENTER INTO ANY AGREEMENT OR GRANT ANY OPTION FOR ANY SUCH SALE, TRANSFER OR OTHER DISPOSAL OR DEALING, (III) PART WITH POSSESSION OF ANY FREEHOLD OR LEASEHOLD INTEREST IN THE CHARGED PROPERTY, GRANT OR AGREE TO GRANT ANY OPTION OR ANY LICENCE, TENANCY OR OTHER RIGHT OF OCCUPATION TO ANY PERSON OR EXERCISE THE POWERS OF LEASING OR AGREEING TO LEASE OR OF ACCEPTING OR AGREEING TO ACCEPT SURRENDERS CONFERRED BY SECTIONS 99 AND 100 OF THE LAW OF PROPERTY ACT 1925 IN CONNECTION WITH THE CHARGED PROPERTY PROVIDED THAT SUCH RESTRICTIONS SHALL NOT BE CONSTRUED AS A LIMITATION OF THE POWERS OF ANY RECEIVER APPOINTED UNDER THE CHARGE AND BEING AN AGENT OF THE CHARGOR AND THE BANK MAY GRANT OR ACCEPT SURRENDERS OF LEASES WITHOUT RESTRICTION, AND/OR (IV) PULL DOWN OR REMOVE OR REDEVELOP OR MAKE ANY MATERIAL ALTERATION TO THE WHOLE OR ANY PART OF ANY BUILDINGS OR SEVER, UNFIX OR REMOVE ANY FIXTURES OR REMOVE ANY PLAN OR MACHINERY BELONGING TO OR IN USE BY THE CHARGOR EXCEPT FOR THE PURPOSE OF EFFECTING REPAIRS OR REPLACING THE SAME



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6753224
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 27 JULY
2012 AND CREATED BY COVENT GARDEN EXCHANGE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE CHARGOR TO INVESTEC BANK 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 4 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 AUGUST 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES