

MG01

Particulars of a mortgage or charge



158003/13  
**iris**  
LASERFORM

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

FRIDAY



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31/12/2010

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COMPANIES HOUSE

1

**Company details**

Company number

0 6 9 0 8 1 8 7

Company name in full

BBAY (KNIGHTSBRIDGE) LTD (the "Chargor")

**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

d2 d3 m1 m2 y2 y0 y1 y0

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

Legal charge of the Property (as defined below) (the "Charge").

4

**Amount secured**

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

Amount secured

The payment of (a) all monies which at the date  
of the Charge or at any time thereafter become  
due or owing to the Chargee (as defined below)  
from the Chargor alone or jointly with any other  
person or persons, company or companies and in  
respect of all advances or any account or  
liability whatsoever and whether in the character  
of principal debtor or guarantor or surety or  
otherwise howsoever that may have been made or  
that may in future be made to the Chargor by the  
Chargee and includes any sum or sums of money  
which constitute the balance due to the Chargee  
from the Chargor in respect of any such advances;  
**Please see first continuation sheet**

**Continuation page**

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

## MG01 - continuation page

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<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>First continuation sheet: Details of amount secured by mortgage or charge continued</b></p> <p>(b) all commission and other charges,</p> <p>(c) interest on such advances, commission and other charges and so that interest is computed and compounded in such manner both before and after any such demand as may from time to time be agreed or in default of agreement according to the Chargee's prevailing rate of interest from time to time determined by the Chargee in its sole discretion as its base rate for the relevant security or other usual mode of the Chargee as well after as before any judgment obtained under the Charge, and</p> <p>(d) all costs, charges and expenses which may be paid or incurred in connection with preparing and stamping the Charge or in registering any notice there of or in perfecting and/or protecting the security granted pursuant to the Charge or in enforcing or obtaining payment of the monies secured (including the costs of the appointment of a receiver) or in remedying any breaches by the Chargor and all other costs and expenses which are incurred by the Chargee in respect of the premises together with interest at the rate aforesaid on all sums so expended from the date of their being expended until payment thereof (together the "<b>Secured Obligations</b>").</p>	

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Royal Bank of Canada (Channel Islands) Limited, Jersey Branch	
Address	P O Box 194, 19-21 Broad Street, St Helier, Jersey	
Postcode	J E 4 8 R R	
Name		
Address		
Postcode		

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1. As continuing security for the payment of the Secured Obligations and with full title guarantee</p> <p>1 1 the Chargor charged to Royal Bank of Canada (Channel Islands) Limited, Jersey Branch (the "<b>Chargee</b>"), by way of first legal mortgage all and singular of its right, title and interest in the Property (as defined below) together with all fixtures which were, at the date of the Charge or are at any time, affixed or attached to the Property or to any part thereof other than trade machinery as defined by Section 5 of the Bills of Sale Act 1878, with the payment to the Chargee of all such sums of money as shall from time to time be payable by it pursuant to the Secured Obligations</p> <p>1 2 The Chargor assigned to the Chargee</p> <p>1 2 1 all of its right, title and interest in all its rentals, rents, service charges and licence fees (if any) payable to it under or in respect of any lease, underlease, tenancy or agreement for lease affecting the Property and all VAT payable on the same, and of all personal covenants given by any tenants or occupants of the Property or guarantors thereof and the full benefit of all rights and remedies of the Chargor relating thereto,</p> <p>1 2 2 all of its right, title and interest in the rent deposit deeds (brief details of which are set out in part II of the schedule to the Charge) and in any other rent deposit and/or security arrangements which any tenant or other occupier provides to the Chargor in respect of the Property (or any part thereof), and</p> <p style="text-align: right;"><b>Please see second continuation sheet</b></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

Short particulars

**Second continuation sheet: short particulars of all the property mortgaged or charged continued.**

1 2 3 all of its right, title and interest in any Account (as defined in schedule three of the Headlease (as defined below)) and the monies standing to the credit thereof of that part of the Property known as 27, Knightsbridge dated 21 December 1995 and made between the National Farmers Union Trust (1) IFM Europe S A (2) and Immobiliere Foncier Madeleine S A (3).

1 3 The Chargor charged to the Chargee by way of fixed charge all its right, title and interest in and to any proceeds of insurance of the Property

1.4 The Chargor charged to the Chargee by way of specific charge all deeds and documents from time to time relating to the Property and all proceeds of a capital nature in relation to the disposal of the Property, the benefit of any contract for the sale or other disposal of the Property and any deposits arising thereunder, the benefit of any contract for the letting of the Property or for the creation of or grant of any interest in the Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to the Property and all the rights, title and interest of the Chargor in and to any statutory or other compensation (including the proceeds of any defective title, restrictive covenant or other indemnity policy relating to the Property or as a result of a compulsory purchase order or arising from a successful claim for breach of contract or negligence in respect of the development of the Property) arising for the benefit of the Chargor

1 5 1 The Chargor charged by way of a first floating charge all its assets not otherwise effectively mortgaged charged or assigned by way of a fixed mortgage, charge or assignment under Clause 3 of the Charge; and

1.5 2 The floating charge created by sub-clause 3.5 (d) of the Charge is a qualifying floating charge for the purpose of paragraph 14A Schedule B1 to the Insolvency Act 1986.

**Please see third continuation sheet**

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## 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	<p>Third continuation sheet short particulars of all the property mortgaged or charged continued</p> <p>1 6 The Chargor undertook that it would not without the consent of the Chargee (such consent not to be unreasonably withheld or delayed):</p> <p>1.6.1 exercise any of the powers of leasing or of agreeing to lease or of accepting surrenders conferred on mortgagors by the Law of Property Act 1925, and</p> <p>1.6.2 vary the terms of any leases or licenses under which the Chargor holds the Property or to which the Property is subject or permit the assignment or subletting or agree to review the rent under the same.</p> <p><b>Defintions</b></p> <p>"Headlease" means the lease under which the Chargor holds part of the Property known as 27 Knightsbridge, dated 21 September 1995 and made between The National Farmer's Union Trust Company Limited (the "NFUTC") (1) IMF Europe SA (2) and Immobiliere Foncier Madeleine SA (3) as amended by a deed of variation dated 3 August 1998 and made between NFUTC (1) and the Standard Life Assurance Company (2) or the leases under which the Chargor holds that part of the Property comprising parking spaces on the lower ground floor of the building known as 25 Knightsbridge each dated 3 January 1996 and made between NFUTC (1) and IMF Europe SA (2), and</p> <p>"Property" means 27 to 31 (odd numbers inclusive) Knightsbridge, London SW1X 7LY and three car parking spaces on the lower ground floor of 25 Knightsbridge, London SW1X 7RZ registered at the Land Registry under title numbers NGL736272, NGL736274, NGL736271 and NGL736275.</p>	

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	

<b>8</b>	<b>Delivery of instrument</b>	
	<p>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 866)</p> <p>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 870). 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)</p>	

<b>9</b>	<b>Signature</b>	
	<p>Please sign the form here</p>	
Signature	<p>Signature</p> <p>X <i>Ferris &amp; Co</i> X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 Bethan Twigge

Company name Farrer & Co LLP

Address 66 Lincoln's Inn Fields

London

Post town

County/Region

Postcode W C 2 A 3 L H

Country

DX 32 Chancery Lane

Telephone +44 (0)20 3375 7135



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



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

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

COMPANY NO. 6908187  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 23  
DECEMBER 2010 AND CREATED BY BBAY (KNIGHTSBRIDGE)  
LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE COMPANY TO ROYAL BANK OF CANADA  
(CHANNEL ISLANDS) LIMITED, JERSEY BRANCH 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  
31 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JANUARY 2011

D X



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES