

MG01

Particulars of a mortgage or charge

002847/13



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

THURSDAY



\*A21OW2MJ\*

A08

07/02/2013

#330

COMPANIES HOUSE

1

**Company details**

Company number

0 7 3 5 5 4 4 1

Company name in full

1-2 Logan Place Limited

For official use

**Filling 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

d<sub>2</sub> d<sub>4</sub> m<sub>0</sub> m<sub>1</sub> y<sub>2</sub> y<sub>0</sub> y<sub>1</sub> y<sub>3</sub>

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

A debenture dated 24 January 2013 between (1) 1-2 Logan Place Limited  
( 'Borrower' ) and (2) Bank of London and The Middle East PLC ( 'Lender' )  
( 'Debenture' )

4

**Amount secured**

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

Amount secured

all present and future monies, obligations and  
liabilities owed by the Borrower to the Lender,  
whether actual or contingent and whether owed  
jointly or severally, as principal or surety or in  
any other capacity, under or in connection with the  
Master Murabaha Agreement or the Debenture  
( 'Secured Liabilities' )

'Master Murabaha Agreement' means the agreement  
dated on or about the date of the Debenture between  
the Lender and the Borrower under which the Lender  
deals with the Borrower for the purpose of  
selling Metals in accordance with principles of  
Sharia'a.

'Metals' has the same meaning as outlined in the  
Please see continuation sheet

**Continuation page**

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

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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	<p>Master Murabaha Agreement</p> <p>'Sharia'a' means the rules, principles and parameters of Islamic law as interpreted by the Lender's Sharia'a Supervisory Board</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

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

Name Bank of London and The Middle East PLC

Address Sherborne House, 119 Cannon Street

London

Postcode E C 4 N 5 A T

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

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee.

(a) charges to the Lender, by way of first legal mortgage, all the Property specified in Schedule 2;

(b) charges to the Lender, by way of first fixed charge

(i) all properties acquired by the Borrower in the future,

(ii) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause in, or over, freehold or leasehold property;

(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;

(iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Charged Property, and all rights in connection with them;

(v) all its present and future goodwill and uncalled capital,

(vi) all the Equipment,

(vii) all the Intellectual Property,

(viii) all the Book Debts,

(ix) all the Investments, and

(x) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account)

(c) assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in each Insurance Policy,

Please see continuation sheet

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="319 336 1037 369">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="319 392 1516 548">(d) assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, to the extent it is assignable, the benefit of each assigned agreement and the benefit of any guarantee or security for the performance of an assigned agreement, and</p> <p data-bbox="319 571 1516 705">(e) charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to (a) to (d) inclusive</p> <p data-bbox="319 728 1516 862">'Properties' means all the freehold and leasehold properties (whether registered or unregistered) and all commonhold properties owned by the Borrower, or in which the Borrower holds an interest (including (but not limited to) the property specified in Schedule 2)</p> <p data-bbox="319 884 1516 1019">'Charged Property' means all the assets, property and undertaking for the time being, subject to the security interests created by the Debenture (and references to the Charged Property shall include references to any part of it)</p> <p data-bbox="319 1041 1516 1198">'Equipment' means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions</p> <p data-bbox="319 1220 1516 1422">'Intellectual Property' means the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights</p> <p data-bbox="319 1444 1516 1579">'Book Debts' means all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them</p> <p data-bbox="319 1601 1516 1736">'Investments' means all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time</p> <p data-bbox="319 1758 1516 1825">'Designated Account' means any account of the Borrower nominated by the Lender as a designated account for the purposes of the Debenture</p> <p data-bbox="319 1848 1516 1982">'Insurance Policies' means all the contracts and policies of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Property or the Equipment)</p>	

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars	Schedule 2 specifies the freehold property known as 1-2 Logan Place, Kensington, London W8 6QN as is registered at the Land Registry under Title Number LN194444.
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## Particulars of a mortgage or charge

### 7 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

None

### 8 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)

### 9 Signature

Please sign the form here

Signature

Signature

X Drucis 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 BAN27 11/AC

Company name  
Druces LLP

Address Salisbury House

London Wall

Post town London

County/Region

Postcode E C 2 M 5 P S

Country

DX DX 33862 Finsbury Square

Telephone 020 7638 9271



### 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. 7355441  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 JANUARY  
2013 AND CREATED BY 1-2 LOGAN PLACE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BANK OF LONDON AND THE MIDDLE EAST 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 7 FEBRUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 FEBRUARY  
2013

*DX*



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**