

213252 126

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

MR01

Particulars of a charge



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

You can use the WebFiling service to file this form online
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

FRIDAY



A15 09/05/2014 #60
COMPANIES HOUSE

1 Company details

Company number 07451028

Company name in full R C Nominee 3 Limited

☒ For official use

→ Filing 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 01/05/2014

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 HSBC BANK PLC

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

A Legal Mortgage over the Freehold property known as 2 Putney Hill, London

HM Land Registry Title Number(s) 114662

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ 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

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ^①

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



^① This statement may be filed after the registration of the charge (use form MR06)

9

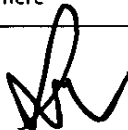
Signature

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 **STEPHEN CLARKE**

Company name **Russell-Cook LLP**

Address **2 Putney Hill**

Post town **LONDON**

County/Region

Postcode **SW1S 6AB**

Country

DX **S9456 PUTNEY**

Telephone **0208 788 7887**



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7451028

Charge code: 0745 1028 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2014 and created by R C NOMINEE 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2014.

A handwritten signature, possibly 'DK', in black ink.

Given at Companies House, Cardiff on 14th May 2014



Companies House



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

We, the undersigned, Russell-Cooke LLP
of 2 Putney Hill, London SW15 6AB hereby
certify the above to be a true copy of the original
document

Checker's Initial	Q
----------------------	---

Signed... Russell-Cooke LLP **HSBC Bank plc**
Date this 6 day of May 2014

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition) You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official

- HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them Normally, HSBC Bank plc will not inform you of existing or future debts or liabilities of the Borrower
- The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Bank plc on the Borrower's behalf
- If there is more than one person named as Borrower, this Mortgage will be held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you

This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Bank ref. (NS) SC2177821894

Third Party Legal Mortgage A2dco

THIS LEGAL MORTGAGE dated the 1 day of ~~May~~ Two thousand and ~~fourteen~~

BETWEEN Mortgagor **RC Nominee 2 Limited (Company Number 07434891) and R C Nominee 3 Limited (Company Number 07451028) as trustees for the time being of the Russell-Cooke Property Trust** ("you")

and HSBC BANK plc ("the Bank"), whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, P O Box 3924, Sheffield S1 9BD

to secure the Debt of Borrower **RC Nominee 2 Limited (Company Number 07434891) and R C Nominee 3 Limited (Company Number 07451028) as trustees for the time being of the Russell-Cooke Property Trust** ("Borrower", which shall additionally have the meaning set out in paragraph 2 of the Conditions)

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the **separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition) ("the Conditions")** which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions

The Main Subject Matter of this Mortgage

1 The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

- (a) the Property, **Freehold property known as 2 Putney Hill, London** registered at H M Land Registry with title number 114662,
- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property,
- (c) any shares or membership rights mentioned in paragraph 3 of the Conditions,
- (d) any goodwill of any business from time to time carried on at the Property,
- (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property, and
- (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Borrower

2 The Debt which is secured on the Property and other assets

The Debt ("the Debt") is

- (a) all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent and whether now or in future due, or becoming due, from the Borrower to the Bank
- This includes, but is not limited to (whether as originally given or subsequently varied, extended or increased in any way)
- (i) overdrafts, personal and other loans or facilities and further advances of money,
 - (ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities,
 - (iii) discount, commission and other lawful charges and expenses,

- (iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement
- (b) money agreed to be paid by you under paragraph 24 of the Conditions,
- (c) any amount due under the indemnity in paragraph 33 of the Conditions.
- The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Borrower and the Bank

3

Restriction

You, and if there is more than one of you, each of you, apply to the HM Chief Land Registrar to enter the following restriction against the title mentioned above,

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 0 MAY 2014

in favour of HSBC Bank plc referred to in the Charges Register "

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

Bank ref. (NS) SC2177821894 .

IMPORTANT – PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE

Signed as a deed by **RC Nominee 2 Limited**
acting by

Signature  Director

(For use by a
Company
without a
Common
Seal)

Name in Full STEPHAN PETER CARR
(Block letters)

Signature  Director/~~Secretary~~

Name in Full SCOTT LEONARDO
(Block letters)

Executed as a deed by affixing the Common
Seal of **RC Nominee 2 Limited** in the
presence of

Director

Company
Seal

(For use by a
Company
with a
Common Seal)

Director/Secretary _____

For and on behalf of HSBC Bank plc



Bank ref: (NS) SC2177821894

IMPORTANT – PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE

Signed as a deed by **R C Nominee 3 Limited** acting by

Signature  Director

(For use by a Company without a Common Seal)

Name in Full STEPHEN PETER CLARKE
(Block letters)

Signature  Director/Secretary

Name in Full SCOTT LEONARD
(Block letters)

Executed as a deed by affixing the Common Seal of **R C Nominee 3 Limited** in the presence of

Director

Company Seal

(For use by a Company with a Common Seal)

Director/Secretary _____

For and on behalf of HSBC Bank plc



Bank ref (NS) SC2177821894



The Company Secretary
RC Nominee 2 Limited
2 Putney Hill
London
SW15 6AB

24 April 2014

Dear Sir

Trustees: RC Nominee 2 Limited and R C Nominee 3 Limited
Trust Name: The Russell-Cooke Property Trust ("The Trust")
Legal Mortgage dated: 1 MAY 2014 ("the Mortgage")
Property: 2 Putney Hill, London, SW15 6AB ("the Property")
Our Reference: SC2177821894 /TRUSTLET

We refer to the Mortgage you (together with the other trustees) have given over the above mentioned Property as security for banking and other facilities afforded to the Trust

We have agreed that the Mortgage shall be varied as follows

- 1 The parties agree that notwithstanding any provisions to the contrary herein or at all the liability of RC Nominee 2 Limited shall not be personal and shall be limited to the extent of the assets for the time being of the Trust and further RC Nominee 2 Limited shall have no liability after it ceases to be a trustee of the Trust
- 2 The words "full title guarantee" appearing in paragraph one of the Mortgage shall be replaced with "limited title guarantee"
- 3 Paragraph 1(d) of the Mortgage shall be deleted
- 4 Paragraph 2(a) of the Mortgage shall be amended to include the words "relating to the Trust" after "all money and liabilities"
- 5 Clause 1(e) of the HSBC Bank plc Mortgage Deed Conditions (2006 edition) ("the Conditions") referred to in the Mortgage shall be amended so that the words "beneficial interest" are replaced with "interest as trustees"
- 6 Clause 6(a) and 6(b) of the conditions shall be deleted
- 7 The words "and relating to the Trust" shall be added after the words appearing in brackets in line five of the clause 28(a) of the Conditions
- 8 In respect of clause 28 of the Conditions, any reference to "account" or "accounts" shall be deemed to refer to an account or accounts relating to the Trust only

HSBC Bank plc
Sheffield Securities Processing Centre, PO Box 3924, Sheffield S1 9BD, DX712350 Sheffield 19
Tel 08456 035 366 Fax 0114 252 0399

Registered in England number 14259 Registered Office 8 Canada Square London E14 5HQ
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority



Subject to the above the Mortgage will take effect in accordance with its terms

Yours Faithfully

A handwritten signature in black ink, appearing to read "J. English". The signature is fluid and cursive, with the first letter "J" being particularly large and stylized.

Securities Manager

HSBC Bank plc
Sheffield Securities Processing Centre PO Box 3924, Sheffield S1 9BD DX712350 Sheffield 19
Tel 08456 035 366 Fax 0114 252 0399

*Registered in England number 14259 Registered Office 8 Canada Square London E14 5HQ
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority*



The Company Secretary
R C Nominee 3 Limited
2 Putney Hill
London
SW15 6AB

24 April 2014

Dear Sir

Trustees: RC Nominee 2 Limited and R C Nominee 3 Limited
Trust Name: The Russell-Cooke Property Trust ("The Trust")
Legal Mortgage dated: 1 May 2014 ("the Mortgage")
Property: 2 Putney Hill, London, SW15 6AB ("the Property")
Our Reference: SC2177821894 /TRUSTLET

We refer to the Mortgage you (together with the other trustees) have given over the above mentioned Property as security for banking and other facilities afforded to the Trust

We have agreed that the Mortgage shall be varied as follows

- 1 The parties agree that notwithstanding any provisions to the contrary herein or at all the liability of R C Nominee 3 Limited shall not be personal and shall be limited to the extent of the assets for the time being of the Trust and further R C Nominee 3 Limited shall have no liability after it ceases to be a trustee of the Trust
- 2 The words "full title guarantee" appearing in paragraph one of the Mortgage shall be replaced with "limited title guarantee"
- 3 Paragraph 1(d) of the Mortgage shall be deleted
- 4 Paragraph 2(a) of the Mortgage shall be amended to include the words "relating to the Trust" after "all money and liabilities"
- 5 Clause 1(e) of the HSBC Bank plc Mortgage Deed Conditions (2006 edition) ("the Conditions") referred to in the Mortgage shall be amended so that the words "beneficial interest" are replaced with "interest as trustees"
- 6 Clause 6(a) and 6(b) of the conditions shall be deleted
- 7 The words "and relating to the Trust" shall be added after the words appearing in brackets in line five of the clause 28(a) of the Conditions
- 8 In respect of clause 28 of the Conditions, any reference to "account" or "accounts" shall be deemed to refer to an account or accounts relating to the Trust only

HSBC Bank plc
Sheffield Securities Processing Centre, PO Box 3924, Sheffield, S1 9BD, DX712350 Sheffield 19
Tel 08456 035 366 Fax 0114 252 0399

Registered in England number 14259 Registered Office 8 Canada Square London E14 5HQ
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority



Subject to the above the Mortgage will take effect in accordance with its terms

Yours Faithfully

A handwritten signature in black ink, appearing to read "J. English". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Securities Manager

HSBC Bank plc
Sheffield Securities Processing Centre PO Box 3924, Sheffield S1 9BD, DX712350 Sheffield 19
Tel 08456 035 366 Fax 0114 252 0399

*Registered in England number 14259 Registered Office 8 Canada Square London, E14 5HQ
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority*