

120853/52

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

MR01

Particulars of a charge

Oyez

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

You can use the WebFiling service
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

WEDNESDAY
TU



RCS 22/01/2014 #9
A08 21/01/2014 #341
COMPANIES HOUSE

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

1 Company details

Company number 0 8 5 2 0 3 4 5

Company name in full Prinhold Brixton 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 1 6 0 1 2 0 1 4

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 Prinhold Brixton

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

The freehold property known as 462 Brixton Road, London, registered with the title number LN106399

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

Robert Kennedy FIC

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

Steve Clinning

Company name

HowardKennedyFs1

Address

19 Cavendish Square

London

Post town

County/Region

Postcode

W

1

A

2

A

W

Country

DX

Oxford Circus North - DX 42748

Telephone

020 3350 3350



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

PROFORMA

Company Number - 08520345

Company Name - Prinhold Brixton Limited

Contact Name/ Organisation - Jenny Farrington, HowardKennedy FSI

Address - 19 Cavendish Square, London, W1A 2AW

The following details will need to be added to, amended or deleted from the Form MR01

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- x Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)

- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

The Chargee is name is incorrectly listed as Prinhold Brixton, please correct this to be Prinhold Limited.



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8520345

Charge code: 0852 0345 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th January 2014 and created by PRINHOLD BRIXTON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2014.

DP

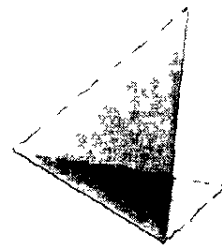
Given at Companies House, Cardiff on 22nd January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



HowardKennedyFsi

DATED

16th January 2014

2013

PRINHOLD BRIXTON LIMITED (1)

- and -

PRINHOLD LIMITED (2)

We hereby certify this to be a
true copy of the original

HowardKennedyFsi LLP
179 Great Portland Street
London W1W 5LS

Signed

Date 28.1.14

LEGAL CHARGE

HowardKennedyFsi LLP

19 Cavendish Square
London W1A 2AW

T +44(0)20 3350 3350

F +44(0)20 3350 3351

DX 42748 (Oxford Circus North)

howardkennedyfsi.com

Ref H5328025 2

THIS DEED is made on 16th January 2014 2013

BETWEEN

- 1 **PRINHOLD BRIXTON LIMITED**, a company incorporated in England and Wales with company number 08520345 and whose registered office is at c/o Hillier Hopkins LLP, Charter Court, Midland Road, Hemel Hempstead, Hertfordshire, HP2 5GE (the "**Chargor**"), and
- 2 **PRINHOLD LIMITED**, a company incorporated in England and Wales with company number 07723853 and whose registered office is at c/o Hillier Hopkins LLP, Charter Court, Midland Road, Hemel Hempstead, Hertfordshire, HP2 5GE (the "**Chargee**")

IT IS AGREED as follows

1. Interpretation

1.1 In this Deed

"Act"

means the Law of Property Act 1925,

"Agreement"

means the loan agreement dated on or about the date of this Deed between the Chargee and the Chargor,

"Documents"

means together, the Agreement and this Deed and any documents entered into pursuant to either of them and "**Document**" means any of them as may be appropriate,

"Encumbrance"

means any mortgage, pledge, lien, charge, security assignment, encumbrance or security interest of whatever nature and any other agreement or arrangement entered into to create or confer security over any asset,

"Property"

means the freehold property known as 462 Brixton Road, London with registered Title Number LN106399;

"Receiver"

includes a receiver and manager,

"Second Legal Charge"

means the second legal charge (to rank behind this deed) over the Property made between the Chargor and Jonathan Beck dated on or after the date of this deed,

"Secured Liabilities"

the amounts due to the Chargee from the Chargor pursuant to Clause 2 of this Deed,

1.2 In interpreting this Deed

- 1.2.1 the expression "**Chargor**" shall include its respective successors in title and assigns,

- 1 2 2 references to Clauses are to Clauses of this Deed unless stated otherwise,
- 1 2 3 the singular includes the plural and vice versa; the masculine includes the feminine; and a "person" includes any individual, firm, unincorporated association or body corporate,
- 1 2 4 the headings to this Deed shall be ignored

2. Covenant to Pay

- 2 1 The Chargor covenants with the Chargee to pay and discharge all monies due or to become due to the Chargee under the Agreement together with all costs, interest, commission and other charges and all other amounts due under the Documents or on the occurrence of any of the events specified in Clause 8 of this Deed
- 2 2 The Chargor shall from the date of demand for payment being made under the Documents until the date of actual payment (as well after as before any demand or judgment) pay interest at the rate of 2% above the base rate of the Bank of England as that rate fluctuates from time to time
- 2 3 The Chargor shall pay all the costs of preparing, administering and enforcing the Documents (including any legal costs, the costs of any Receiver appointed by the Chargee, administrative costs, commission and expenses of the Chargee)
- 2 4 All payments are to be made by the Chargor without set off or counterclaim and free and clear of any and all deductions, including (without limitation) withholding taxes. If the Chargor is compelled by law or regulations to deduct any such amount the amount payable hereunder will be automatically increased so that the net amount after allowing for such deduction would be equal to the amount which would have been payable if no such deduction had arisen
- 2 5 All payments are to be made by the Chargor to the Chargee in pounds sterling. In the event that any payment is made by the Chargor to the Chargee in any currency other than pounds sterling then the Chargor will indemnify the Chargee for any shortfall that may occur as a result of the Chargor having to convert such payment to the required currency

3 Charge

The Chargor with full title guarantee charges the Property by way of first legal mortgage as a continuing security to the Chargee for the payment and discharge on demand of the Secured Liabilities

4. Enforceability

The statutory power of sale arises on the date of this Deed and will be exercisable by the Chargee

- 4 1 if the Secured Liabilities shall not be paid in accordance with the terms of the Agreement,
- 4 2 on any of the events specified in Clause 8 of this Deed, or
- 4 3 if the Chargor shall be in breach of any of its obligations under the Documents or under any other agreement between the Chargor and the Chargee,

whereupon (and at any time following) whether or not any of the events listed in Clause 4 is continuing the powers under sections 101 and 109 of the Act as varied and extended by this Deed shall be exercisable

5. Further Covenants of the Chargor

5 1 The Chargor covenants with the Chargee

5 1 1 to keep all buildings and structures at or on the Property in good repair and condition and so that the Chargee (or any Receiver appointed by the Chargee) may, if the Chargor shall fail to do so, enter upon the Property and put such buildings or structures into good repair and condition without becoming liable as mortgagee in possession and any monies expended for that purpose shall, together with interest, be charged upon the Property,

5 1 2 to keep the Property insured for its full reinstatement value with an insurer or agency of repute against all normal risks for which cover is available in the insurance market, to provide a copy of the policy to the Chargee and to pay promptly all premiums charged for such insurance and to arrange for a note of the Chargee's interest to be enclosed on the policy and the Chargor shall confirm to the Chargee on each date that the policy is due to expire that the policy has been renewed,

5 1 3 forthwith upon becoming aware of them to provide to the Chargee copies of notices affecting the Property and (if the Chargee requires) forthwith and at the Chargor's cost take all reasonable and necessary steps to comply with any such notice and make or join with the Chargee in making such objections or representations in respect of such notice as the Chargee shall reasonably require,

5 1 4 if the Property is leasehold to pay the rents and observe and perform the tenant's covenants and obligations contained in the lease and not to vary or agree to vary any terms of such lease or agreement for lease, underlease or tenancy without the prior written consent of the Chargee and to require punctual and full observance and performance of any landlord's obligations, covenants and conditions,

5 1 5 to observe and perform all covenants, stipulations and conditions to which the Property (or its use) is now, or at any time following shall be, subject to and when requested by the Chargee produce to the Chargee satisfactory evidence that such matters have been observed and performed,

5 1 6 except in the case of the Second Legal Charge, not to create, suffer or permit any Encumbrance over the Property nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Property

5 2 The Chargor hereby applies to the Chief Land Registrar for the registration against the title of the Property of the following restriction

"No disposition of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of [_____] referred to in the charges register"

6 The Act

6 1 Section 103 of the Act shall not apply to this Deed

6 2 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this security

6 3 On the appointment of a Receiver (under Clause 7) section 109(6) of the Act shall apply as if the words "not exceeding five per centum on the gross amount of all money received" are omitted with the words "or in any subsequent written notification from the Chargee to the Receiver" were included after the words "this appointment"

6 4 All or any of the powers conferred on a Receiver by Clause 7 may be exercised by the Chargee without first appointing a Receiver or notwithstanding any appointment

7 Receiver

7 1 At any time after the Secured Liabilities shall have become payable or at any time after the power of sale becomes exercisable as provided for in Clause 4 of this Deed the Chargee may from time to time appoint by writing any person or persons to be a Receiver or Receivers of the Property (or any part thereof) and may from time to time in writing remove any Receiver so appointed and appoint a replacement

7 2 Any appointed Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for the acts, default and remuneration of the Receiver

7 3 Any Receiver appointed by the Chargee shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint Receivers may be exercised jointly or severally

7 3 1 to take possession of and generally manage the Property and any business carried on at the Property,

7 3 2 to carry out at the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment,

7 3 3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land,

7 3 4 to sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the Property,

7 3 5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor,

7 3 6 to take continue or defend any proceedings and enter into any arrangement or compromise,

7 3 7 to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen,

- 7 3 8 to employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies,
- 7 3 9 to borrow any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of any of his powers,
- 7 3 10 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property

7 4 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Act

8. Default

The Chargee will be entitled to require immediate payment or repayment of all monies due under the Documents, including interest and other charges due from the Chargor to it either under the Agreement or under this Deed, should any of the following events occur

- 8 1 the Chargor fails to pay on the due date any amount payable in respect of the Documents, or
- 8 2 any representation or warranty made or repeated by the Chargor in the Documents is or proves to have been incorrect in any material respect when made or repeated, or
- 8 3 the Chargor fails to comply with any provision of the Documents and, where capable of remedy, such failure is not remedied to the reasonable satisfaction of the Chargee within 14 days of the Chargee giving notice to the Chargor requiring the remedy of same; or
- 8 4 the Chargor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or otherwise becomes insolvent or suspends making payments to all or any class of its creditors or announces an intention to do so, or
- 8 5 any distress, execution, attachment or other legal process affects the whole or a material part of the assets of the Chargor and is not discharged within 21 days, or
- 8 6 an administrative or other receiver, administrator, manager or similar officer is appointed of the whole or any part of the assets of the Chargor or the Chargor requests any person to appoint such a receiver, administrator, manager or similar officer or any other steps are taken to enforce any charge or other security over any of the property of the Chargor, or
- 8 7 any order is made or any effective resolution is passed or a petition is presented or other steps are taken for
 - 8 7 1 the winding up, dissolution or liquidation of the Chargor other than for the purpose of a reconstruction or amalgamation the terms of which have previously been approved by the Chargee in writing, or
 - 8 7 2 the making of an administration order against the Chargor, or
 - 8 7 3 the Chargor applies for the appointment of an administrator, or
- 8 8 in respect of those events of default specified in Clauses 8 6 and 8 7, should any analogous event take place under the laws of another jurisdiction,

- 8.9 there is a significant drop in the value of the Chargor's business or the security held by the Chargee, or
- 8 10 if the Chargor shall at any time alter or attempt to alter its constitutional documentation in a manner which would affect its ability to comply with its obligations to the Chargee for any reason stated to the Chargor at that time, or
- 8 11 any event occurs which in the reasonable opinion of the Chargee is likely to have a material adverse effect on the ability of the Chargor to comply with its obligations under the Documents

9. Accountability

Neither the Chargee nor any Receiver shall be liable to account as mortgagee in possession in respect of the Property or any part thereof or be liable for any loss upon realisation or diminution in value happening in or about the exercise or execution of any power conferred hereby or by statute or for any neglect or default of any nature whatsoever in connection with the Property or any part of the Property

10. Indemnity

The Chargor will indemnify (and keep indemnified) the Chargee and each Receiver on written demand against any loss or expense, including legal fees, administrative costs or professional or other fees, which the Chargee and each Receiver may sustain as a consequence of a failure by the Chargor to comply with any obligation assumed by it under the Documents

11. Governing Law

This Deed shall be governed by and interpreted in accordance with English Law

12. Contracts (Rights of Third Parties) Act 1999

It is not intended that any third party should have the right to enforce any terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 unless the right of enforcement is expressly provided for in this Deed or has been assigned to such third party as permitted by this Deed. The parties to this Deed may, by agreement, rescind or vary this Deed without the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided

EXECUTED AND DELIVERED AS A DEED by the parties on the date which first appears in this Deed

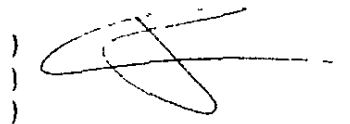
EXECUTED and DELIVERED as a DEED
by PRINHOLD BRIXTON LIMITED acting by one
director in the presence of a witness


Signature of Witness

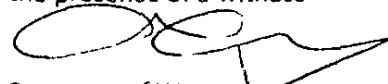
Name of Witness *Steve John Clancy*

Address of Witness
19 Cammell Square
London
W1A 2AW

Occupation of Witness *Solicitor*


For and on behalf of
PRINHOLD BRIXTON LIMITED

EXECUTED and DELIVERED as a DEED
by PRINHOLD LIMITED acting by one director in
the presence of a witness


Signature of Witness

Name of Witness *Steve John Clancy*

Address of Witness
19 Cammell Square
London
W1A 2AW

Occupation of Witness *Solicitor*


For and on behalf of
PRINHOLD LIMITED