

# MR01

## Particulars of a charge



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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](http://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 the  
instrument Use form MR0

For further information please visit



A19 \*A2LHZE80\* 19/11/2013 #156  
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 8 1 9 3 4 ✓

Company name in full

30d Westbourne Gardens (MV) Limited ✓

2 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 d0 d7 m1 m1 y2 y0 y1 y3 ✓

### 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 Bridgepoint Property Limited ✓

Company Number 07713992

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

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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

Leasehold property known as 30d Westbourne Gardens,  
London W2 5PU

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

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**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)

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**Signature**

Please sign the form here

Signature

Signature

X *Nichewores LLP* 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 LZH/96804/2

Company name Michelmores LLP - Exeter

Address Woodwater House

Pynes Hill

Post town EXETER

County/Region Devon

Postcode E X 2 5 W R

Country

DX DX 135608 Exeter 16

Telephone +44 (0) 1392 688688



### 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](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)**



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FILE COPY

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

Company number 8581934

Charge code: 0858 1934 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2013 and created by 30D WESTBOURNE GARDENS (MV) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2013.

Given at Companies House, Cardiff on 25th November 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# Land Registry

## Legal charge of a registered estate

# CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'

Give full name(s)

Complete as appropriate where the borrower is a company

Give full name(s)

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property NGL936973
2	Property Leasehold Property at 30d Westbourne Gardens, London, W2 5PU
3	Date 7 November 2013
4	Borrower  30D WESTBOURNE GARDENS (MV) LIMITED  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix. 08581934 <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in the United Kingdom including any prefix
5	Lender for entry in the register  BRIDGEPOINT PROPERTY LIMITED  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 07713992 <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in the United Kingdom including any prefix
6	Lender's intended address(es) for service for entry in the register  55 Princes Gate, Exhibition Road, London, England, SW7 2PN

CERTIFIED A TRUE COPY OF THE ORIGINAL

THIS 15<sup>th</sup> DAY OF November 2013  
Michelmores LLP (LLH-solicitor)  
**MICHELMORES LLP**  
 WOODWATER HOUSE, PYNES HILL, EXETER EX2 5WR

Place 'X' in any box that applies

Add any modifications

Place 'X' in the appropriate box(es)

You must set out the wording of the restriction in full

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003

Insert details of the sums to be paid (amount and dates) and so on

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate</p> <p>No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Bridgepoint Property Limited of 55 Princes Gate, Exhibition Road, London SW7 2PN or their Conveyancer</p>
9	<p><b>Additional provisions</b></p> <p>9 1 Terms defined in the Facility Agreement between the Borrower and the Lender dated on or around the date of this charge have the same meaning in this charge unless a different meaning is given</p> <p>9 2 "Secured Liabilities" mean all moneys, debts and liabilities which are now or have been or at any time hereafter may be or become due, arising or incurred by the Borrower to the Lender in respect of the Facility or otherwise in any matter whatsoever whether above or jointly, jointly and severally, actually or contingently, and whether as principal debtor, guarantor, surety or otherwise</p> <p><b>COVENANT TO PAY</b></p> <p>9 3 the Borrower shall discharge the Secured Liabilities when due in accordance with the terms of the Facility Agreement, or if the terms do not provide time for payment, immediately on demand by the Lender .</p> <p><b>LEGAL CHARGE</b></p> <p>9 4 The Borrower with full title guarantee and as security for the payment and discharge of the Secured Liabilities hereby charges the Property in favour of the Lender by way of first legal mortgage</p> <p><b>ASSIGNMENT OF RENT</b></p> <p>The Borrower with full title guarantee as a continuing security for the payment and discharge of all Secured Liabilities hereby assigns and agrees to assign by way of security to the Lender all rental and other income arising from the Property</p> <p><b>BORROWERS' COVENANTS</b></p> <p>9 5 The Borrower covenants as follows</p> <p>9 5 1 to keep the Property in good and substantial repair,</p>

- 9 5 2 to permit the Lender and its representatives at all reasonable times and upon reasonable notice to enter the Property or any part of it to inspect the state and condition of the Property without the Lender becoming liable as mortgagee in possession,
- 9 5 3 to ensure that the Property is kept insured for such amount or amounts (including loss of rent or professional fees) in such name or names, and against loss or damage due to such risks and with such underwriters as the Lender may in each case from time to time approve
- 9 5 4 if the Borrower fails to perform any of its obligations under clause 9 4 1 or 9 4 3 and if the Lender executes such remedial works as are necessary and proper or takes out any insurance on the Property without becoming liable as mortgagee in possession, the Borrower shall on demand pay to the Lender all payments made or expenses incurred by it for that purpose, and
- 9 5 5 to punctually pay and indemnify to the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever which may be or may become imposed upon or payable in respect of the Property or any part of it

#### **LEASING AND DISPOSAL**

- 9 6 The Borrower shall not without the previous consent in writing of the Lender part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it

#### **OTHER CHARGES**

- 9.7 The Borrower shall not without the previous consent in writing of the Lender create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security.

#### **LENDER'S POWERS AND RIGHTS**

- 9 8 The Secured Liabilities shall become payable on demand following an Event of Default
- 9.9 The Law of Property Act 1925 Sections 93 and 103 shall not apply to the security created by this charge
- 9 10 On the Secured Liabilities becoming due and payable in accordance with clause 9 8 the security created by this charge shall be immediately enforceable and the Lender's power of sale as amended or varied by this charge shall be immediately exerciseable in respect of the whole or part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise
- 9 11 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit



## **LENDER'S LIABILITY**

- 9 12 The Lender shall not in any circumstances be liable to account to the Borrower for anything except the Lender's own actual receipts which have not been distributed or paid to the Borrower at the time of payment honestly and reasonably believed by the Lender to be entitled thereto or be liable to the Borrower for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Secured Liabilities or from any act, default, omission or misconduct of the Lender, its officers, employees or agents in relation to the Secured Liabilities of this charge except to the extent that they shall be caused by the Lender's own fraud, negligence, or wilful misconduct or that of its officers or employees

## **DISCHARGE OF SECURITY**

- 9 13 Subject to this clause this charge shall remain in full force and effect by way of continuing security and shall not be affected in any way by any settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or other matter or thing whatsoever and shall be in accordance to any other security, guarantee or indemnity now or hereafter held by the Lender in respect of the Secured Liabilities
- 9.14 Without prejudice to the generality of clause 9 13 above neither this charge nor the Secured Liabilities shall be affected in any way by any time, indulgence, concession, waiver or consent given to the Borrower
- 9 15 Upon proof of being given to the satisfaction of the Lender that all Secured Liabilities have been discharged in full or that provision acceptable to the Lender for such discharge has been made the Lender shall at the request and cost of the Borrower execute and do all such deeds, acts and things necessary to release the Property from this charge

## **FURTHER ASSURANCE**

- 9 16 Without prejudice to anything else contained in this charge the Borrower shall at any time at the request of the Lender but at the cost of the Borrower promptly do anything and sign, seal, execute or deliver all deeds instruments notices documents acts and things in such form as the Lender may from time to time require for perfecting or protecting the Secured Liabilities or for facilitating their realisation

## **JURISDICTION AND GOVERING LAW**

- 9 17 This deed shall be governed by and construed in accordance with English Law. It is irrevocably agreed that the English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this deed

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be

signed by the lender or its  
conveyancer

Execution

Signed as a deed by  
[ Simon Hudson ]  
For and on behalf of 30D  
**WESTBOURNE GARDENS**  
**(MV) LIMITED** In the presence  
of



Name Nick Mumbury

Address 16 GREAT QUEEN ST LONDON WC2B 5D6

Occupation LAWYER

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003

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