

MG01

Particulars of a mortgage or charge



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**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**

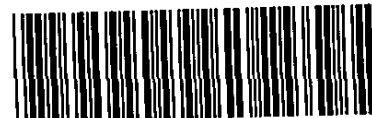
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to  
register particulars of a charge for a  
company. To do this, please use  
form MG01s

FRIDAY



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A12

03/06/2011

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COMPANIES HOUSE

1

**Company details**

Company number 04388894

Company name in full Westburn Place Commercial Limited

3

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 02/06/2011

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 given by the Company in favour of Santander UK plc (the  
"Bank")

4

**Amount secured**

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

Amount secured

All monies, obligations and liabilities now or at  
any time in the future due, owing or incurred from  
the Company to the Bank whether actually or  
contingently and in any matter whatsoever

**Continuation page**

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

**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	Santander UK plc	
Address	6 South Admin, Bridle Road	
	Bootle, Merseyside	
Postcode	L 3 0 4 G B	
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 By way of first fixed charge by way of legal mortgage, all rights, title, estate and other interests of the Company in the freehold property situate and known as</p> <p style="text-align: center;">1 Westburn Place, 2B Kilburn Park Road, London, NW6 5UY T/NO NGL803605</p> <p>including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlords fixtures), fixed plant and machinery from time to time on it and any insurance and any proceeds of sale or other realisation thereof</p> <p>2 By way of first fixed charge</p> <p>2 1 all benefits, claims and returns of premiums in respect of all contracts and policies of insurance of whatever nature in connection with the Property which are from time to time taken out by or with the authority or on behalf or for the benefit of the Company or (to the extent of such interest) in which the Company has an interest; and (continued )</p>	

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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

N11

### 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 *Sharon Taylor Shw*

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

Company name

Solomon Taylor & Shaw  
Solicitors

Address

3 Coach House Yard

Hampstead High Street

Post town London

County/Region

Postcode

N

W

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Q

F

Country United Kingdom

DX 144580 Hampstead 2

Telephone 020 7431 1912



### 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)

# MG01 - continuation page

## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(continued )</p> <p>2 2 in so far as the legal mortgage referred to in 1 above or the assignments referred to in 3 below are for any reason ineffective as a legal mortgage or assignments (as the case may be) all of the assets, properties, revenues and rights of the Company referred to in those paragraphs</p> <p>3 By way of first priority assignment, all rights, title, estate and other interests of the Company in</p> <p>3 1 the gross rents, licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the property referred to in 1 or 2 1 above or any agreement for lease or otherwise derived by the Company from such property or otherwise paid to or received by the Company in respect of such property and the benefit of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Property,</p> <p>3 2 the benefit of all guarantees, warranties and representations given or made by any rights or remedies against all or any professional advisors now or at anytime engaged by the Company in relation to any of the Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on any such property and any other person, firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons, and</p> <p>3 3 the benefit of all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Property (in each case an "Agreement for Lease") all the proceeds of any claim, award or judgement arising out of any such Agreement for Lease and all sums paid or payable to the Company in respect of any such Agreement for Lease, and</p> <p>3 4 the benefit of all covenants, agreements, rights and remedies relating to the Property</p> <p>4 Under the Legal Charge the Company covenanted to procure that any monies received or receivable under any insurance will be held by the Company in trust for the Bank and will applied in repairing, replacing, restoring or reinstating the assets charged by the Legal Charge destroyed or damaged on in the manner the Bank requires or, if the Bank so directs and the terms of the relevant insurances permit, in or towards satisfaction of the sums secured by the Legal Charge</p> <p>Note Pursuant to the Charge the Company has covenanted that it will not, without the prior written consent of the Bank create or permit to subsist any Encumbrance or any right or option on the Property or any part thereof</p> <p>For the purposes of this form, "Encumbrance" means any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment</p>



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

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

**COMPANY NO. 4388894  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 2 JUNE  
2011 AND CREATED BY WESTBURN PLACE COMMERCIAL  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO SANTANDER UK PLC ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 3  
JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JUNE 2011

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES