

MG01

Particulars of a mortgage or charge

004251/113



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

FRIDAY



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A15 05/04/2013 #172
COMPANIES HOUSE

1	Company details	For official use
Company number	0 8 4 2 2 2 7 0	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Knareborough Management Limited (the "Chargor")	

2	Date of creation of charge
Date of creation	d 2 d 7 m 0 m 3 y 2 y 0 y 1 y 3

3	Description
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Debenture

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge any present future actual or contingent liability of the Chargor as principal debtor surety or otherwise to the Lender (whether such liability is the sole liability of the Chargor or a joint and/or several liability of the Chargor with any other person) under or in respect of (a) the Debenture, (b) any current, loan or other account, (c) any advance, loan or other kind of credit, (d) any notes or bills discounted or paid, or any bills accepted, by the Lender, (e) any letter of credit, bond, guarantee, indemnity or other engagement issued by the Lender,	

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4	Amount secured Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(f) any other kind of banking or financial transaction, including any transaction in foreign exchange, any form of swap or derivative instrument, and any transfer in securities,</p> <p>(g) any costs, charges and expenses owed to, or incurred directly or indirectly by, the Lender in relation to any of the foregoing or any security for the foregoing, including costs incurred in respect of action taken by the Lender with respect to a stranger to this security, and all costs in relation to the enforcement of any such security, all such costs, charges and expenses to be calculated and paid on a full and unlimited indemnity basis, and</p> <p>(h) all interest, commissions, fees and bank and discount charges payable in respect of any of the foregoing,</p> <p>in each case at any branch (in any country) of the Lender</p> <p>(the "Secured Obligations")</p>	

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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 Europe Arab Bank plc (the "Lender")

Address 15 Moorgate

London

Postcode E C 2 R 6 L P

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

3 1 The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations charges in favour of the Lender

(a) by way of first legal mortgage all right title estate and other interests of the Chargor in the Property , and

(b) by way of first fixed charge

(i) all right title estate and other interests of the Chargor in any Property not effectively mortgaged under Clause 3 1(a), including, without limitation, all buildings, trade and other fixtures, fixed plant and machinery belonging to the Chargor from time to time on any Property (so far as not effectively mortgaged under Clause 3 1(a)),

(ii) all book and other debts and monetary claims now or at any time hereafter due or owing or incurred to the Chargor (other than Annual Rental Income, Service Charges and VAT thereon), and the benefit of all rights guarantees and securities of any nature enjoyed or held by it in relation to any of the foregoing,

(iii) the Chargor's rights now or hereafter to recover any VAT on any supplies made to it relating to the Property and any sums so recovered,

(iv) all bills of exchange, promissory notes and negotiable instruments of any description now or at any time hereafter beneficially owned by the Chargor,

(v) all stocks, shares, debentures, loan capital, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures and loan capital of any other body corporate, now or at any time hereafter belonging to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,

(vi) all present and future goodwill and uncalled capital for the time being of the Chargor,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(vii) all moneys now or hereafter standing to the credit of any account, including without limitation any Designated Account (which for the avoidance of doubt includes the Rental Collection Deposit Account, the Blocked Deposit Account and the General Account) and the debts represented by them, and</p> <p>(viii) the rights of the Chargor now or hereafter under any interest rate swap or other instrument or contract entered into by the Chargor in order to fix the rate of interest or shelter the Chargor against fluctuations in the rate of interest applicable to the Secured Obligations (or any of them)</p> <p>3 2 The Chargor with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations assigns absolutely to the Lender</p> <p>(a) the benefit of all contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature (including without limitation any building contracts or collateral warranties) now or at any time enjoyed or held by the Chargor and relating to the Property (including without limitation any deposit or other sum paid by way of security or paid under any contract for the sale of the Property or under any option contract relating to the Property, whether or not such deposit is forfeited), all compensation paid in relation to the Property, and all VAT payable on the same,</p> <p>(b) so far as not assigned under Clause 3 2(a), the benefit of all guarantees, warranties and representations given or made by, and any rights or remedies to which the Chargor may now or in the future be entitled against, all or any professional advisors and contractors in relation to the Property, and any business carried on thereat, and the manufacturer supplier and installers of all plant, machinery, fixtures and fittings or other items now or hereafter in buildings located on the Property and any other person now or from time to time under contract or under a duty to the Chargor including without limitation the right to prosecute in the name of the Chargor proceedings against any such person and the benefit of all sums recovered in proceedings against all or any such persons,</p> <p>(c) the benefit of all licences, patents, copyrights, design rights and other rights in intellectual property,</p> <p>(d) the benefit of all insurance policies and contracts of insurance relating to the Property and all moneys payable under any such policies and contracts and all VAT payable on the same, and</p> <p>(e) the Annual Rental Income, Service Charges and VAT thereon and the benefit of all personal covenants given by any tenant or occupier of the Property or guarantor of such tenant as occupier</p> <p>3 3 The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations charges in favour of the Lender by way of first floating charge the whole of the Chargor's undertaking and all its property rights and assets whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged charged or assigned to the Lender under Clauses 3 1 and 3 2 or otherwise pursuant to the Debenture</p>	

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6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>4 1 The Chargor represents and warrants to the Lender that it is, and during the Security Period will remain, the sole and absolute beneficial owner of the Charged Assets subject only to the security interests created by the Debenture and undertakes that it shall not at any time without the prior written consent of the Lender</p> <p>(a) create, incur or permit to subsist any Security Interest on any Charged Assets, whether ranking in priority to or pari passu with or after any of the security of the Lender created pursuant to the Debenture, or</p> <p>(b) sell, assign, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, any of the Charged Assets, except for the disposal in the ordinary course of trade of any Charged Assets subject to the floating charge created under Clause 3 3 and until such time as the floating charge has been converted into a fixed charge or by operation of law, and will not enter into an agreement or option for the sale, transfer, lease, loan or other disposal of any of the foregoing</p> <p>Definitions</p> <p>Annual Rental Income means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Chargor in respect of or arising out of any lease, agreement for lease, tenancy or licence of the Property or otherwise derived by the Chargor from the Property or otherwise paid or received by the Chargor in respect of the Property, including without limitation all mesne profits and, where the context so admits, any lump sum or premium payable or paid to the Chargor but excluding Service Charges and any VAT on Annual Rental Income or Service Charges</p> <p>Blocked Deposit Account means a designated account with the Lender as the Lender may stipulate whether or not an account in the name of the Borrower or with the Lender for the purpose of holding an interest deposit</p> <p>Borrower means Kensington Place Limited</p> <p>Charged Assets means all or any of the property and assets of the Chargor for the time being the subject of any security created by or pursuant to the Debenture, and each and every part thereof</p> <p>Designated Account means the Rental Collection Deposit Account, the Blocked Deposit Account and the General Account and any other account with any other bank which has been notified of the Lender's interest in such account and has agreed writing not to permit withdrawals from such account except with the written consent of the Lender</p> <p>General Account means a designated account with the Lender as the Lender may stipulate whether or not an account in the name of the Chargor or with the Lender for general use by the Chargor</p>


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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Property means the leasehold property known as 2 Knaresborough Place, London SW5 0TG comprised in a lease from the Borrower to the Chargor and any other freehold leasehold or immovable property now or at any time vested in or held by or on behalf of the Chargor together with in all cases all buildings, structures, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures) and fixed plant and machinery thereon owned by the Chargor, and where the context admits refers to each and every part thereof and (where there is more than one property) to each such property</p> <p>Rental Collection Deposit Account means a designated account with the Lender (or such other account as the Lender may stipulate whether or not an account in the name of the Chargor or with the Lender) into which all Annual Rental Income shall be payable</p> <p>Security Interest means any mortgage, debenture, charge, pledge, lien, hypothecation, encumbrance, assignment, trust arrangement, title retention, or any other agreement or arrangement having the effect of conferring security (other than a lien arising in the ordinary course of business by operation of law)</p> <p>Security Period means the period commencing on the date of the Debenture and ending on the date upon which the Lender is satisfied all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full</p> <p>Service Charges means any service charges payable to the Chargor pursuant to any lease, agreement for lease, tenancy or licence of the Property including but not limited to costs of maintenance, lighting, cleaning, heating, insurance contribution and premiums</p>	

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7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	None	
8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

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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 **Ian Smith**

Company name **Fladgate LLP**

Address **16 Great Queen Street**

Post town **London**

County/Region

Postcode **W C 2 B 5 D G**

Country

DX **37971 Kingsway**

Telephone **020 3036 7000**



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 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



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

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

**COMPANY NO. 8422270
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 MARCH
2013 AND CREATED BY KNAREBOROUGH MANAGEMENT
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO EUROPE ARAB BANK 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 5 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2013

Rp