

MG01

Particulars of a mortgage or charge



256450/13

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

THURSDAY



A00Q1MQ0

A39

22/12/2011

#357

COMPANIES HOUSE

For official use

28

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1

Company details

Company number

0 0 3 7 6 4 5 8

Company name in full

Gascoyne Holdings Limited (the "**Mortgagor**")

2

Date of creation of charge

Date of creation

d 1 6 m 1 2 y 2 0 y 1 1

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

Defined terms are provided on the continuation page

A charge granted by the Mortgagor and the Pool Trustees to C Hoare & Co (the "**Bank**") creating a charge over the unregistered property known as Talbot House, 97-99 St Martin's Lane, London WC2 (the "**Property**") (the "**Charge**")

4

Amount secured

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

Amount secured

All moneys and liabilities in any currency which may at the date of the Charge or at any time in the future be owing or incurred by the Borrower to the Bank on any account or in any manner (whether actual or contingent, alone or jointly with another or others, as principal or as surety) together with the Bank's charges and commission, Interest and Expenses (the "**Borrower's Liabilities**")

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

Continuation page

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

Name C Hoare & Co (the "Bank")

Address 37 Fleet Street, London

Postcode E C 4 P 4 D Q

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

CHARGE

Subject to the Prior Charges (if any), the Mortgagor and the Pool Trustees with full title guarantee charge to the Bank all of their right, title and interest to

- (a) the Property, and
- (b) the proceeds of sale of the Property, and
- (c) the proceeds of any insurance from time to time affecting the Property

as security for the repayment of the Borrower's Liabilities

The Charge

- (a) shall be a continuing security and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Borrower's Liabilities, and
- (b) is in addition to any other security held by the Bank at the date of the Charge or at any time in the future for the Borrower's Liabilities

RESTRICTIONS ON MORTGAGES, LEASES ETC.

The Mortgagor, the Pool Trustees and each of the Freehold Trustees will not without the prior written consent of the Bank

- (a) create or permit to arise any mortgage, charge or lien of, on or over the Property, or
- (b) grant or accept a surrender of any lease, tenancy or licence of or relating to the Property, or
- (c) sell or otherwise dispose of or part with or share possession or occupation of the Property

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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

NIL

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 *Charles Russell LLP* X

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 **Helena Miller**

Company name **Charles Russell LLP**

Address **5 Fleet Place**

Post town **London**

County/Region

Postcode **E C 4 M 7 R D**

Country **United Kingdom**

DX **19 Chancery Lane**

Telephone **020 7203 5000**



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

MG01 - continuation page

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 style="text-align: center;">DEFINITIONS:</p> <p>In the Charge the following terms and expressions have the following meaning</p> <p>Borrower: means the Pool Trustees in their capacity as trustees of the Pool Settlement,</p> <p>Expenses: means all legal and other costs incurred by the Bank (on a full indemnity basis) at any time in connection with:</p> <ul style="list-style-type: none"> (a) the Property or the Borrower's Liabilities, or (b) the taking or perfecting of the Charge, or (c) the preserving, defending or enforcing of the security created by the Charge, or (d) the exercise of any power under the Charge or otherwise <p>together with Interest on those costs from the date they are incurred,</p> <p>Freehold Trustees: the Most Hon Robert Michael James Marquess of Salisbury and the Hon Robert Edward William Cecil,</p> <p>Interest: means interest at the rate or rates charged to the Borrower by the Bank from time to time or as agreed with or notified to the Mortgagor or in the absence of agreement or notification in accordance with the Bank's usual practice, calculated on a daily basis (notwithstanding any demand made or judgment obtained by the Bank) to the date of payment or discharge of the liability and compounded according to agreement or in the absence of agreement according to the Bank's usual practice,</p> <p>Mysia: Mysia Investments Limited, a company incorporated in Jersey with registered number 8292,</p> <p>Pool Settlement: means settlement dated 20 April 1963 made between the Right Honourable David Alexander Robert Earl of Crawford KT (1) and the Honourable William Jocelyn Lewis Palmer and Richard Edward Osborne Cavendish (2),</p> <p>Pool Trustees: means Syros and Mysia,</p> <p>Prior Charges: means the charge or charges (if any) over the Property set out in the Charge, and</p> <p>Syros: Syros Investments Limited, a company incorporated in Jersey with registered number 8291</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 376458
CHARGE NO. 28**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE DATED 16 DECEMBER
2011 AND CREATED BY GASCOYNE HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
BORROWER TO C.HOARE & CO. ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 22 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 DECEMBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES