

MG01

Particulars of a mortgage or charge



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
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



LD3 *L218P71U* #287
31/01/2013
COMPANIES HOUSE

1 Company details

Company number 0 3 2 0 0 8 6 0

Company name in full Noble House Properties Limited (the "Chargor")

40 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 d2 d8 m0 m1 y2 y0 y1 y3

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 (the "Legal Charge") granted by the Chargor in favour of Titlestone Property Lending
Limited registered England and Wales with registered number 08144104 (the "Lender")

4 Amount secured

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

Amount secured

All moneys now or at any time hereafter becoming due or owing by
the Chargor to the Lender and all liabilities, obligations, costs,
charges and expenses, actual or contingent, now existing or
hereafter incurred by the Chargor to the Lender (whether due, owing
or incurred by the Chargor alone or jointly with any other person and
whether as principal or surety) (the "Secured Obligations")

Continuation page

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

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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

Titlestone Property Lending Limited

Address

40 Gracechurch Street

London

Postcode

E C 3 V 0 B T

Name

Address

Postcode

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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

Defined terms are provided on the continuation page

1 SECURITY**1 1 Creation of Fixed Security**

The Chargor charges by way of

1 1 1 legal mortgage the Property and all other Land vested in, or charged to, it at the date of the Legal Charge,

1 1 2 first fixed charge to the extent that these are not subject to a legal mortgage as described in paragraph 1 1 1 above, all estates or interest in any Land and all immoveable assets of the Chargor or in which the Chargor has an interest, in each case at any time during the Security Period,

1 1 3 first fixed charge to the extent that they are not subject to a legal mortgage as described in paragraph 1 1 1 above or a fixed charge as described in paragraph 1 1 2 above, all liens, charges, options, agreements, rights and interests over Land belonging to the Chargor or in which the Chargor may have an interest, in each case at any time during the Security Period, and

1 1 4 first fixed charge

(a) all rents arising under any leases or tenancies of the Property presently existing or under any future lease or tenancy of the Property and all other (if any) income arising from the Property, and

(b) all benefits in respect of insurances and all claims and refunds of premiums in respect of them and all other present and future contracts or policies of insurance (including life policies) in which the Chargor now or hereafter has an interest and all monies from time to time payable thereunder

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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

CONTINUATION PAGE 1

1 2 Creation of Floating Charge

The Chargor charges by way of floating charge all its Assets referred to in paragraph 1 1 above to the extent that those Assets are not

1 2 1 effectively charged by way of legal mortgage to the Lender as described in paragraph 1 1 1 above, or

1 2 2 effectively charged by way of fixed charge as described in paragraphs 1 1 2, 1 1 3 or 1 1 4 above

2 COVENANTS

2 1 Restriction on Security Interests

The Chargor shall not create or permit to subsist any Security Interests, other than this Security Interest, in or over the Assets without the prior written consent of the Lender

2 2 Disposals of the Property

The Chargor shall not sell or otherwise dispose of the Security Assets or any legal or equitable interest in the Security Assets without the prior written consent of the Lender

2 3 Protection of Value

The Chargor shall not, at any time during the Security Period, reduce or prejudice the value or marketability of the Security Assets by any means including by entering into any agreement or arrangement with any third party in respect of the Security Assets

2 4 Restrictions on leases

Without the prior written consent of the Lender, the Chargor shall not exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Act, or otherwise

2 4 1 grant (or agree to grant) any licence or consent, (whether expressly or by conduct) or assignment or assignation, parting with or sharing possession or occupation or underletting or changing of the use or making alterations in relation to any lease,

2 4 2 allow any person any licence or other right to use, occupy or share possession of all or any part of the Property,

2 4 3 grant (or agree to grant) any lease of, or relating to, the Property,

2 4 4 accept (or agree to accept) any surrender, cancellation, assignment or assignation, charge or any other disposal, of any lease of, or relating to, the Property, or

2 4 5 vary (or agree to vary) the provisions of any lease of, or relating to, the Property

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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>CONTINUATION PAGE 2</p> <p>DEFINITIONS</p> <p>"Assets"</p> <p>means business, undertaking, property, rents, assets, revenues, rights present and future and any interest therein in relation to the Property,</p> <p>"Facility Letter"</p> <p>means a facility letter entered into by the Lender and the Chargor and dated 13 December 2012 together with any amendments thereto or replacements thereof from time to time,</p> <p>"Fixtures"</p> <p>means, in relation to the Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at any time during the Security Period on the Property and owned by the Chargor,</p> <p>"Land"</p> <p>means freehold and leasehold land, and all Fixtures, buildings, erections, equipment and effects from time to time on that land and including the benefit of any covenants for title given or entered into in respect of that land by the Chargor or any predecessor in title of the Chargor and all Related Rights,</p> <p>"Property"</p> <p>means the freehold property known as 11-17 Compton Avenue, London N1 2DG and registered at HM Land Registry under title number NGL268814,</p> <p>"Related Rights"</p> <p>means, in relation to any Security Asset</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that Security Asset, (a) all rights under any licence, agreement for sale, lease or agreement for lease in respect of that Security Asset, (b) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Security Asset, and (c) any moneys and proceeds paid or payable in respect of that Security Asset, <p>"Security Assets"</p> <p>means all Assets the subject of any security created by, or pursuant to, the Legal Charge,</p> <p>"Security Interest"</p> <p>means a mortgage, charge, pledge, lien or other security interest securing any obligation of any</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>person or any other agreement or arrangement having a similar effect, and</p> <p>"Security Period"</p> <p>means the period beginning on the date of the Legal Charge and ending on the date on which all the Secured Obligations have been irrevocably and unconditionally paid in full and on which the Lender has no further commitment, obligations or liability to the Chargor under, or pursuant to, the Facility Letter</p>

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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

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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).


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Signature

Please sign the form here

Signature

Signature

X  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 Jon Bond

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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3200860
CHARGE NO. 40**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 28
JANUARY 2013 AND CREATED BY NOBLE HOUSE PROPERTIES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO TITLESTONE PROPERTY
LENDING LIMITED ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 31 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 FEBRUARY
2013

Dx



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**