

11273213

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



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

☒ **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 there is no
instrument. Use form MR01

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration with 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. It must be scanned and placed on the public record. **Do not send the original**

MONDAY



LD2

13/07/2015

#82

COMPANIES HOUSE

1 Company details

Company number 0 3 2 4 7 4 5 9 ✓

Company name in full COQ D'ARGENT LIMITED ✓

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 Charge creation date

Charge creation date 2 5 0 6 2 0 1 5 ✓

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 Lloyds Bank plc as trustee for each of the Secured Parties
(the "Security Agent") ✓

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The Mortgaged Property being Property Description Leasehold land as described in the Property Register of Title Number NGL842578, Title No NGL842578 and the other Mortgaged Properties as specified in the instrument Please refer to the instrument for further details ✓

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes ✓

☐ No

8

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)

9

Signature

Please sign the form here

Signature

Signature

X *Clifford Chance* X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Justin Hewett - 70-40547346

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3247459

Charge code: 0324 7459 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2015 and created by COQ D' ARGENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th July 2015.

Given at Companies House, Cardiff on 20th July 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

EXECUTION VERSION

DATED 25 June 2015

COQ D'ARGENT LIMITED

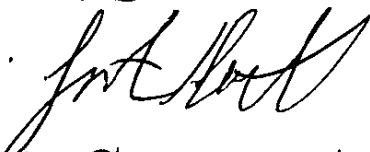
AS THE CHARGOR

IN FAVOUR OF

LLOYDS BANK PLC (PREVIOUSLY KNOWN AS LLOYDS TSB BANK PLC)
AS THE SECURITY AGENT

LEGAL CHARGE
RELATING TO THE PROPERTIES LISTED IN THE
SCHEDULE

We hereby certify this to be
a true copy of the original.

Signed: 

Date: 10 July 2015

Clifford Chance LLP
10 Upper Bank Street
London E14 5JS

THIS CHARGE is made by way of deed on 25 June 2015

BY:

- (1) **COQ D'ARGENT LIMITED** (registered in England and Wales with company registration number 3247459) (the "**Chargor**") in favour of
- (2) **LLOYDS BANK PLC** (previously known as Lloyds TSB Bank PLC) as trustee for each of the Secured Parties (the "**Security Agent**").

THIS DEED WITNESSES as follows

1. **LEGAL CHARGE**

The Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Secured Parties), for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the leasehold property specified in the Schedule (the "**Mortgaged Property**")

2. **IMPLIED COVENANTS FOR TITLE**

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 1 (*Legal Charge*)
- (b) It shall be implied in respect of Clause 1 (*Legal Charge*) that the Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

3. **APPLICATION TO THE LAND REGISTRY**

The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 25 June 2015 in favour of Lloyds Bank plc referred to in the charges register or their conveyancer."

4. **NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS**

Except as permitted under the Facility, the Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of the Mortgaged Property or dispose of or otherwise deal with any part of the Mortgaged Property.

5 FURTHER ADVANCES

Subject to the terms of the Facility, each Lender is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated in this Legal Charge as if set out in this Legal Charge. The Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

6 GOVERNING LAW

This Legal Charge and all non-contractual obligations arising out of or in connection with it are governed by English law.

THIS CHARGE has been executed as, and is intended to take effect as, a deed by the Chargor and has been signed by the Security Agent on the date written on the first page of this Legal Charge.

**SCHEDULE
MORTGAGED PROPERTY**

Property Description	Title Number
Leasehold land as described in the Property Register of Title Number NGL842578	NGL842578
Mezzanines 1 and 15, The Courtyard, Royal Exchange, London	NGL849141
Unit 7, The Courtyard, Royal Exchange, London	NGL844724

EXECUTION PAGE

The Chargor

EXECUTED AS A DEED by
COQ D'ARGENT LIMITED
acting by a director
in the presence of

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)
)

Signature of witness

Name (in BLOCK CAPITALS).

Address.

The Security Agent

Signed by
LLOYDS BANK PLC
for and on its behalf
by its duly authorised
Officer

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)
)
)
)

Pet Irvine

Peter Irvine

ASSOCIATE DIRECTOR

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

EXECUTION VERSION

DATED 25 June 2015

COQ D'ARGENT LIMITED

AS THE CHARGOR

IN FAVOUR OF

LLOYDS BANK PLC (PREVIOUSLY KNOWN AS LLOYDS TSB BANK PLC)
AS THE SECURITY AGENT

LEGAL CHARGE
RELATING TO THE PROPERTIES LISTED IN THE
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Unit 7, The Courtyard, Royal Exchange, London	NGL844724

EXECUTION PAGE

The Chargor

**EXECUTED AS A DEED by
COQ D'ARGENT LIMITED**
acting by a director
in the presence of

)
)
)
)



Signature of witness:



Name (in BLOCK CAPITALS) **DAVID FOWLER**

Address

**82 WESTWOOD DRIVE
CANTERBURY
CT2 7US**

The Security Agent

Signed by
LLOYDS BANK PLC
for and on its behalf
by its duly authorised
Officer

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