

MG01

Particulars of a mortgage or charge

190353/13



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 on
company property. To do this,
use form MG01s

THURSDAY



LD6

L24NCD0W

21/03/2013

#47

COMPANIES HOUSE

ie

ik

1

Company details

Company number

0 4 0 8 7 1 4 2

Company name in full

CPA GLOBAL MANAGEMENT SERVICES LIMITED

For official use

→ **Filing 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

d1 d1 m0 m3 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

A rent deposit deed made between (1) LS Ashdown Limited (the "Landlord")
and (2) CPA Global Management Services Limited (the "Company") (the "Rent
Deposit Deed") supplemental to the Lease (defined in the continuation
page to section 6)

4

Amount secured

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

Amount secured

Please see continuation sheet

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	LS Ashdown Limited							
Address	5 Strand							
	London							
Postcode	W	C	2	N		5	A	F
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 Please see continuation sheet.

MG01

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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

None.

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 Nabarro LLP X

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

MG01

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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 Caroline Hankins

Company name Nabarro LLP

Address Lacon House

84 Theobald's Road

Post town London

County/Region

Postcode W C 1 X 8 R W

Country

DX DX77 Chancery Lane London

Telephone 020 7524 6419



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

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>The amount secured (the "Liabilities") means all sums required</p> <ul style="list-style-type: none"> (a) to discharge all obligations which are due from time to time to the Landlord under the Lease or under the Rent Deposit Deed, and (b) to compensate the Landlord for all losses from time to time of the Landlord which arise by reason of the forfeiture of the Lease or disclaimer of liability under the Lease, <p>and include and extend to:</p> <ul style="list-style-type: none"> (c) rent, service charges, sums in respect of insurance, interest, costs, outgoing and all other payments payable to the Landlord by the Company under the Lease or for which the Landlord would otherwise be responsible in default of payment by the Company (and for which the Company is responsible under the Lease) and in any case whether or not reserved as rent and whether or not formally demanded, (d) claims, damages, losses, costs and expenses arising out of, or incidental to <ul style="list-style-type: none"> (1) any breach by the Company of any of the covenants and conditions on the part of the Company in the Lease or of the Company's obligations in the Rent Deposit Deed, or (11) the enforcement of those covenants, conditions or obligations, (e) loss arising by reason of: <ul style="list-style-type: none"> (1) the rent or any other sum due under the Lease or the Rent Deposit Deed being the subject of any compromise, arrangement or composition with any creditors of the Company and whether or not the Landlord is a party to or otherwise bound by such compromise, arrangement or composition); or (11) the disclaimer of liability under the Lease; or (111) the forfeiture of the Lease; or (111) any other determination of the Lease otherwise than by effluxion of time (or any period of any statutory continuation having come to an end) or by agreement, <p>or or an amount equal to the rent which would have been reserved by the Lease had there been no compromise, arrangement, composition, disclaimer or forfeiture or other such determination,</p> (f) all bank charges applied to or levied on the Account by the Bank (defined in the continuation page to section 6), and (g) VAT, if chargeable, in relation to such sums.

MG01 - continuation page

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4

Amount secured

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

Amount secured

MG01 - continuation page

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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

As security for the payment of the Liabilities, the Company, with full title guarantee, charged by way of first fixed charge and in favour of the Landlord from time to time

(a) all its interest in the Account, and

(b) all its interest in the Deposit Balance (including the Company's right to the return of the money representing the Deposit Balance in accordance with the Rent Deposit Deed)

Definitions:

"Account" means the interest-bearing, instant access account opened by the Landlord at a United Kingdom clearing bank from time to time and used by the Landlord for purposes of the Rent Deposit Deed,

"Bank" means the United Kingdom clearing bank at which the Account is held at any relevant time,

"Deposit Balance" means the sum from time to time in the Account which is equal to the Initial Deposit plus any further sums which the Landlord has placed in the Account pursuant to clause 6 of the Rent Deposit Deed, less any sums which the Landlord has withdrawn from the Account pursuant to clause 5 of the Rent Deposit Deed, less any sums repaid by the Landlord pursuant to clause 9 5 of the Rent Deposit Deed, plus any interest pursuant to clause 7 2 of the Rent Deposit Deed;

"Initial Deposit" means the sum of one hundred and seventy three thousand four hundred pounds (£173,400) plus a sum equal to VAT at a rate of 20 per cent on that sum;

"Lease" means the lease of the Premises dated 11 03 2013 and made between (1) the Landlord and (2) the Company and includes any document which is collateral or supplemental to that lease,

"Premises" means part fourth floor (Zone C) 123 Victoria Street, London, SW1 as more particularly described in the Lease.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4087142
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 11
MARCH 2013 AND CREATED BY CPA GLOBAL MANAGEMENT
SERVICES LTD FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO LS ASHDOWN
LIMITED 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 21 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MARCH 2013



Companies House

