

MG01

Particulars of a mortgage or charge



575109/13.  
**iris**  
LASERFORM

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 Scottish company. To do this, please use form MG01s.

TUESDAY



\*ARZX5G7P\*

A13

29/12/2009

85

COMPANIES HOUSE

1

**Company details**

Company number

0 4 0 8 9 2 3 6

Company name in full

Capital Residential Fund Nominee No.2 Limited (the "Borrower")

3 2

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 d2 m1 m2 y2 y0 y0 y9

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 "Charge")

4

**Amount secured**

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

Amount secured

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Borrower or by Citibank International plc as trustee of the Capital Residential Fund (an unauthorized unit trust) constituted by a trust deed entered into between Citicorp Trustee Company Limited and Morley Fund Management Limited dated 6 July 2001 (the "Fund") or by any other trustee or trustees for the time being of the Fund (any such trustee (including Citibank International plc) being a "Trustee Debtor"), whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any obligations or liabilities of the Borrower or a Trustee Debtor to a third party which.....continued overleaf.....

**Continuation page**

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

## 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

..... (continued) have been assigned or novated to or otherwise vested in BoS and including discount, commission and other lawful charges or expense which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's or any Trustee Debtor's account, together with Interest upon them and Expenses relating to them ("Secured Liabilities").

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 BANK OF SCOTLAND PLC ("BoS")

Address The Mound, Edinburgh

Postcode E H 1 1 Y Z

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

1.1 by way of legal mortgage the freehold property known as 25 Avenue Road, London NW8 6BS registered at The Land Registry under title number NGL869746 (the "Property"), together with all at the date of the Charge and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property;

1.2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;

1.3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Charge;

1.4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities;

1.5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Charge; and

1.6 by way of floating charge all unattached plant, machinery, chattels and goods at the date of the Charge or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

Continued on attached continuation sheet ....

# 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

..... (continued)

#### 2 Definitions used above:

##### 2.1 "Expense" or "Expenses" mean the total of the following:

- (a) any commission and other charges which BoS may from time to time charge to the Borrower in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Borrower;
- (b) any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under these Conditions and which are either repayable by the Borrower under these Conditions or are incurred in the exercise by BoS or the Receiver of their powers under these Conditions;
- (c) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by these Conditions) with the Property;

together with Value Added Tax upon such sums where appropriate;

##### 2.2 "Interest" means any sum of money payable to BoS by way of interest upon the Secured Liabilities.

##### 1.3 "Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

#### 3 Negative Pledge

##### 3.1 By condition 7 of the BoS Commercial Charge Conditions (2007 Edition), (incorporated by reference into the Charge) the Borrower agreed not to create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of BoS) without the prior written consent of BoS.

# MG01

## Particulars of a mortgage or charge

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 866).

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 870). 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 WALKER MORRIS

X

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

MG01

Particulars of a mortgage or 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 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 Akitt**

Company name **Walker Morris Solicitors**

Address

Post town

County/Region

Postcode

Country

DX **DX: 12051 Leeds 24**

Telephone **0113 2832500**



**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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 4089236  
CHARGE NO. 32

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 22  
DECEMBER 2009 AND CREATED BY CAPITAL RESIDENTIAL  
FUND NOMINEE NO.2 LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE BORROWER OR BY  
CITIBANK INTERNATIONAL PLC AS TRUSTEE OF THE  
CAPITAL RESIDENTIAL FUND OR ANY OTHER TRUSTEE OR  
TRUSTEES FOR THE TIME BEING OF THE FUND OR A TRUSTEE  
DEBTOR TO BANK OF SCOTLAND PLC OR A THIRD PARTY 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 29 DECEMBER  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2010

*DX 124*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES