

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**

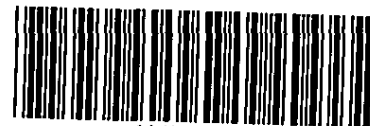
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

FRIDAY



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07/12/2012

#15

COMPANIES HOUSE

1

**Company details**

Company number 0 5 6 7 7 5 7 2

Company name in full Neobrand Limited (the "Company")

5

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 d0 d3 m1 m2 y2 y0 y1 y2

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 Debenture dated 3 December 2012 made between (1) the Company and (2) Close Brothers Limited (the "Debenture")

4

**Amount secured**

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

Amount secured All present and future monies, obligations and liabilities owed by the Company to the Lender (and/or any company which is from time to time a member of the same group of companies as the Lender) whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity including all interest accruing on such monies, obligations and liabilities

NB The Debenture provides that the Company shall not at any time, except with the prior written consent of the Lender

See continuation page

**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 Close Brothers Limited ("the Lender")

Address 10 Crown Place

London

Postcode E C 2 A 4 F T

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. By way of first legal mortgage the freehold property known as 89-93 Newington Causeway, London SE1 6BN registered at the Land Registry with title number SGL508969 and such right title and interest as the Company may have in an adjoining unregistered parcel as more particularly described in the Debenture

2 By way of first fixed charge

2 1 all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, acquired by the Company after the date of the Debenture

2 2 all present and future interests of the Company not effectively mortgaged or charged under 1 and 2 1 above in, or over, freehold or leasehold property;

2 3 all present and future rights, licences, guarantees, contracts, covenants and warranties relating to all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, at the date of the Debenture or thereafter (and from time to time) owned by the Company, or in which the Company holds an interest (including but not limited to) the Property referred to in 1 above (the "Properties" and "Property" means any of them),

see continuation page

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## 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 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 Bird & Bird LLP X

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

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## 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 **Vijay Patel**

Company name  
**Bird & Bird LLP**

Address **15 Fetter Lane**

Post town **London**

County/Region

Postcode 

E	C	4	A		1	J	P
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Country

DX **119 LONDON**

Telephone **020 7415 6000**



### 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](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)**

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

- (a) create, purport to create or permit to subsist any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect in relation to the Charged Property other than the Debenture
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except in the ordinary course of the Company's trade in the case of Charged Property which is only subject to an uncrystallised floating charge, or
- (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

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## 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

- 2 4 all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of the assets, property and undertaking for the time being subject to the security interests created by the Debenture (the "Charged Property") and all rights in connection with them,
- 2 5 all present and future goodwill and uncalled capital for the time being of the Company,
- 2 6 all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions (the "Equipment"),
- 2 7 all the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights,
- 2 8 all present and future book and other debts and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them (the "Book Debts"),
- 2 9 all present and future stocks, shares, loan capital, securities, bond and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time,
- 2 10 all monies from time to time standing to the credit of the account opened and/or maintained from time to time by the Lender (or any bank nominated by the Lender from time to time) for the purposes of receiving the Rents and/or the Book Debts and such other accounts set up or to be set up by the Borrower under the Finance Documents (as defined in the Debenture) and the Company's account with any bank, financial institution or other person, and
- 2 11 where the Company is (by virtue of an estate or interest in any Property) entitled to a share or shares in any residents or management company connected with the Property all such share or shares and all rights, benefits and advantages at any time arising in respect of the same
- 3 By way of assignment by way of first fixed mortgage
- 3.1 all the Company's rights in any policies of insurances or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment),
- 3 2 to the extent the same are assignable the benefit of each and all of

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## 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

the agreements at the time of the Debenture or in the future in force for the sale or other disposal or realisation of any Property; any currency swap or interest rate swap, cap and/or collar, forward rate, fixed deposit and any other similar financial hedging arrangement entered into by the Company, and any managing agent's agreement entered into by the Company in relation to the management of any Property and the benefit of any guarantee or security for the performance of such agreements,

3.3 all rents and other sums payable under any leases and/or agreements for lease and/or licences or other occupational interests subject to which the Company's interest in any Property was at the time of the Debenture held or in the future (including any guarantee and rent deposit arrangements entered into under the terms of them) including any guarantee and rent deposit arrangements entered into under the terms of them) including all insurance rent, service charge and VAT (if any) payable on or in respect of them (the "Rents"),

3.4 the benefit of the copyright and rights in the nature of copyright vested in the Company from time to time in any plans, specification and negatives prepared for or in connection with any Property and/or the Company's business and/or the refurbishment, maintenance, servicing, repair, renewal or other works to any Property or any plant, machinery or equipment on it and the implied licence of the Company in any such plans, specifications and negatives the copyright of which is not vested in the Company, and

3.5 the Company's interest in any VAT recoveries in respect of the Charged Property and/or the Company's business

4 By way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to the charges referred to in 1, 2 and 3 above



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 5677572  
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 DECEMBER  
2012 AND CREATED BY NEOBRAND LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO CLOSE BROTHERS LIMITED 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 7 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 DECEMBER  
2012



**Companies House**

*DX*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES