

MG01

Particulars of a mortgage or charge

089634/13

Oyez

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
company. To do this, please
use form MG01s

FRIDAY



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21/12/2012

#237

COMPANIES HOUSE

1 Company details

Company number 07061987

Company name in full TNK (2009) Limited (the "Mortgagor")

3

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 30/11/2012

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

4 Amount secured

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

Amount secured All the monies obligations and liabilities whether
certain or contingent which are now or shall at any
time hereafter be due or owing or payable or
incurred by the Mortgagor to the Bank in the United
Kingdom or elsewhere whether solely or jointly with
any other person or persons and whether as
principal or as surety whether on any banking or
other account or in any respect or manner
whatsoever including the amount of any acceptance
or other credits or advances and or any cheques
notes or bills from time to time given or assumed
by the Bank for or at the request of the Mortgagor
and shall include all covenants conditions
provisions and agreements expressed or implied on
the part of the Mortgagor to be performed observed
or complied with in respect of such monies
obligations and liabilities (the "Mortgage
Obligations")

Continuation page

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

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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	The Bank of East Asia Limited (the "Bank")									
Address	(registered number FC15033)									
	75 Shaftesbury Avenue, London									
Postcode	W	1	D		5	B	B			
Name										
Address										
Postcode										

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

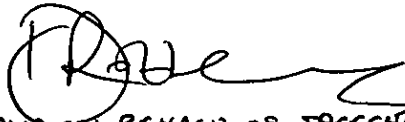
Continuation page

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

Short particulars	<p>1 The Mortgagor with full title guarantee (but excluding Section 6(2) of the 1994 Act) and free from all charges equities liens and encumbrances as security for the payment and discharge to the Bank of the Mortgagor's Obligations together with Interest to the date of discharge and Expenses and subject to the First Mortgage (if any) hereby -</p> <p>1 1 charges to the Bank by way of legal mortgage the Property and all the Mortgagor's interest in the Property and its proceeds of sale and all other estates and interest of the Mortgagor therein and if any such estates and interests are not capable of being charged by way of legal mortgage then they are hereby charged by way of specific equitable charge,</p> <p>1.2 charges by way of fixed charge (if the Mortgagor is not an individual) -</p> <p>1 2 1 all the fixtures and fittings of the Mortgagor from time to time attached to the Property,</p> <p>1 2.2 all the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,</p> <p>1 2 3 all furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business,</p> <p>1 3 charges by way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets,</p> <p>1 4 assigns to the Bank by way of security (subject to reassignment on discharge) the benefit of all insurance policies effected in respect of the Charged Assets and all monies arising thereunder,</p> <p>(continued)</p>
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7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
8	Delivery of instrument	
	<p>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).</p> <p>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).</p>	
9	Signature	
	<p>Please sign the form here</p>	
Signature	<p>Signature</p> <p>X  X</p> <p>FOR AND ON BEHALF OF SPEECHLY BIRCHAM LLP</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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

Ben Redding

Company name

Speechly Bircham LLP

Address

6 New Street Square

London

Post town

Country/Region

Postcode

E C 4 A 3 L X

Country

DX

DX 54 Chancery Lane

Telephone



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



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



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

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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

(continued)

1.5 assigns to the Bank (subject to reassignment on discharge) the benefit of all contracts guarantees covenants and rights (including but without limiting the foregoing all copyrights trade marks trade names goodwill and other rights) now or in future subsisting relating to the Property or to any existing or potential development thereof or to any business of the Mortgagor carried on thereat or to any interest in or obligations affecting the Property; and

1 6 (if the Mortgagor is or includes a company) charges to the Bank by way of floating charge the undertaking and all assets of the Mortgagor both present and future

2. The floating security created by Clause 4 1 6 of the Legal Charge (as detailed in paragraph 1 6 above) shall crystallise (1) on notice in writing being given by the Bank to the Mortgagor as regards any assets specified in such notice (which the Bank may give if it shall consider that such assets are in danger of being seized or sold under any form of distress or execution threatened or levied) and (11) without notice in respect of all the assets specified in that paragraph in the event of any demand being made by the Bank hereunder (which demand need not expressly provide for such crystallisation).

3 The Mortgagor will not (except for the First Mortgage) create or permit to arise any mortgage charge lien or incumbrance of any kind in relation to the Charged Assets and will not grant or accept (or enter into agreement for the same) a surrender of any lease of the Property nor part with or share possession or occupation of the Property

4 The Mortgagor will not, either in a single transaction or a series of transactions, whether related or not and whether voluntary or involuntary sell, transfer or otherwise dispose of the whole or any part of the Charged Assets (other than those charged by way of the Legal Charge or with the prior written consent of the Bank)

Definitions

"1994 Act" means the Law of Property (Miscellaneous Provisions) Act 1994,

"Charged Assets" means the assets charged and/or assigned by Clause 4 1 of the Legal Charge (as detailed in paragraph 1 above),

"Expenses" means any costs charges and expenses (on a full indemnity basis) including any Value Added Tax thereon incurred by the Bank or any Receiver at any time in connection with the Property or the Mortgagor's Obligations or in taking perfecting enforcing or exercising any power or right under this Deed with Interest from the date it is incurred,

"the First Mortgage" means any mortgage details of which are set out in the Second Schedule of the Legal Charge (no such details are set out),

"Goodwill" means the present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor,

"Interest" means interest at the rate from time to time charged or chargeable to the Mortgagor by the Bank,

(continued)

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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

(Continued)

"Property" means the property referred to in the First Schedule of the Legal Charge, being 15-17 New Street Square, Fetter Lane London EC41 3AP, together with all buildings fixtures and fixed plant and machinery at any time thereon and any part of any of the same together with all estate interests and licences which at any time benefit the same.

"Receiver" means an administrative receiver (to the extent that the law allows) a receiver or receiver and manager which expression shall where the context so admits include the plural and any substitute administrative receiver receiver or receiver and manager



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7061987
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 30
NOVEMBER 2012 AND CREATED BY TNK (2009) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE BANK OF EAST ASIA 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 21 DECEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 DECEMBER
2012

DX



Companies House



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