

# MG01

## Particulars of a mortgage or charge



# iris

LASERFORM

739532/13

### 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  
particulars of a charge for  
company. To do this, please  
use form MG01s

For further information, please



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COMPANIES HOUSE

MONDAY

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### Company details

Company number

0 7 4 4 6 3 0 0 7446316

Company name in full

MF Bond Street Two Limited



### 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

2 9 0 3 2 0 1 1

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 (the "Deed")

4

### Amount secured

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

Amount secured

4  
10  
All monies, obligations and liabilities which shall from time to time  
(and whether on or at any time after any demand or judgment) be  
due or owing from or incurred by each Obligor to any Finance Party  
under the Finance Documents whether actually or contingently and  
whether solely or jointly with any other person and in whatever style  
or name and whether as principal or surety

### Continuation page

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

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## 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	Deutsche Hypothekbank (Actien-Gesellschaft), London Branch (the "Security Trustee")
Address	Cannongate House - 1st Floor, 62 - 64 Cannon Street, London
Postcode	E C 4 N 6 A E
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

prop  
01  
95

1. By way of legal mortgage.
  - (a) the Property; and
  - (b) any other freehold or leasehold property now vested in the Chargors
- 2 By way of fixed charge the Chargors' interests in each of the following including all rights of enforcement of the same
  - (a) any freehold or leasehold property acquired after the date of the Deed,
  - (b) the Relevant Contracts,
  - (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of the Property and all guarantees and warranties in respect of any of them;
  - (d) all easements, licences and other rights relating to the Property,
  - (e) the Trust Documents,
  - (f) the Rectification Account and any other accounts of the Chargors maintained from time to time with the Security Trustee or any other Finance Party and the debts represented by them;
  - (g) the Investments,
  - (h) if applicable the Chargors' uncalled capital; and
  - (i) the Chargors' goodwill
- 4 By way of security assignment the Chargor's interests in each of the following including all rights of enforcement of the same.
  - (a) the Rents,
  - (b) the Disposal Proceeds;
  - (c) all book debts and other debts and all other monies due and owing to the Chargors,
  - (d) the Rent Account, the Rent Deposit Account and the General Account and any other accounts of the Chargors from time to time not charged under paragraph 2 above and the debts represented by them,
  - (e) the monies payable to the Chargors under any insurances relating to the Property,
  - (f) the benefit of the copyright and similar rights vested in the Chargors in connection with the Property;
  - (g) all causes of action and other rights and remedies in which the Chargors have an interest,
  - (h) all monies payable to the Chargors under any Hedging Arrangement;
  - (i) the benefit of any monies paid or payable to the Chargors by way of compensation, endowment, gift, grant or otherwise; and

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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

### 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 *Berwin Leighton Paines 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 Christopher Spencer (24414 9)

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 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 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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(j) the Chargors' interest in any VAT recoveries.</p> <p>4. By way of floating charge the Chargors' assets, property and undertaking both present and future</p> <p><b>NOTES:</b></p> <p>1 The Deed provides that the charges created under the Deed expressed to be:</p> <ul style="list-style-type: none"> <li>(a) fixed charges, shall only apply to the extent that they create fixed security; and</li> <li>(b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Deed</li> </ul> <p>2 The Deed contains a provision that at any time an Event of Default is continuing.</p> <ul style="list-style-type: none"> <li>(a) the Security Trustee may convert any floating charge created by the Deed into a fixed charge; and</li> <li>(b) each Chargor shall, on request of the Security Trustee, procure an absolute assignment of the Relevant Contracts.</li> </ul> <p>3. The Deed contains a provision that each Chargor shall execute and do at its own cost and in such form as reasonably required by the Security Trustee:</p> <ul style="list-style-type: none"> <li>(a) such further additional mortgages, charges, assignments, transfers and conveyances, and</li> <li>(b) such assurances, deeds, documents, acts and things,</li> </ul> <p>as the Security Trustee may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed</p> <p>4 The Deeds contains a provision that if the Security Trustee so requests, the Chargor shall:</p> <ul style="list-style-type: none"> <li>(a) serve a notice of assignment in respect of any Charged Asset (other than the Occupational Leases) and use its reasonable endeavours to procure receipt of that notice,</li> <li>(b) affix or indorse (as appropriate) a notice of the security intended by the Deed on any Charged Asset, and</li> <li>(c) serve a notice in respect of the Occupational Leases and use its reasonable endeavours to procure receipt of that notice,</li> </ul> <p>in the forms as set out in the Deed.</p> <p>5 The Deed provides that each Chargor authorises the Security Trustee to make an application to the Land Registry on Form RX1 (or such other form as may be prescribed from time to time) to enter a restriction against dispositions the relevant registered estate.</p> <p>6. The Deed provides that each Lender must perform its obligations under the Facility Agreement (including any obligation to make further advances).</p> <p>7 The Deed creates or incorporates the following definitions:</p> <p><b>"Account Bank"</b> means (in respect of the Rectification Account) Norddeutsche Landesbank Girozentrale and in respect of the General Account, the Deposit Rent Account and the Current Rent Account and such other Accounts maintained by the Chargors under the Finance Documents, HSBC Bank plc or (in each case) such other bank now or in the future as the Agent may reasonably designate.</p> <p><b>"Accounts"</b> means the General Account, the Deposit Rent Account, the Current Rent Account and the Rectification Account, and such other accounts maintained by the Chargors under the Finance Documents</p>	

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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

**"Agent"** means Deutsche Hypothekenbank (Actien-Gesellschaft), London Branch as agent for the Finance Parties.

**"Arranger"** means Deutsche Hypothekenbank (Actien-Gesellschaft), London Branch, as mandated arranger of the facilities granted by the Facility Agreement.

**"Beneficiaries"** means each of. (a) Neil Moore; (b) Aaron Moore; (c) Mark Moore; (d) Damian Moore; and (e) Katie Moore.

**"Charged Assets"** means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Deed and the subject matter of each of them.

**"Chargors"** means MF Bond Street One Limited and MF Bond Street Two Limited as trustees of the MF Bond St Consortium.

**"Co-ownership Agreement"** means the agreement dated as at the Utilisation Date (as defined in the Facility Agreement) made between the Beneficiaries and the Trustees.

**"Current Rent Account"** means an account numbered 01726609 (sort code 40-05-01) opened and/or maintained by the Chargors with the relevant Account Bank.

**"Disposal Proceeds"** means all capital monies or other sums or other consideration paid or payable in respect of the disposal of the Obligors' interests in all or any part of the Property net of approved costs and expenses in connection with such disposal.

**"Event of Default"** means any event or circumstance specified in Clause 24 of the Facility Agreement

**"Facility Agreement"** means a facility agreement dated 25 March 2011 and made between Deutsche Hypothekenbank (Actien-Gesellschaft), London Branch (as Agent, Original Lender, Arranger and Security Trustee) (1), Norddeutsche Landesbank Girozentrale (as Hedging Counterparty) (2) and the Chargors (3) and any agreement entered into under or supplemental to it or amending, restating or novating it

**"Finance Document"** means the Facility Agreement, and also each Security Document, the Fees Letter, the Hedging Arrangement, any Duty of Care Agreement, the Utilisation Request, each Transfer Certificate (all as defined in the Facility Agreement) and any other document so designated in writing by both the relevant Borrower Party (as defined in the Facility Agreement) and the Agent .

**"Finance Party"** means each of the Arranger, the Agent, the Lenders, the Hedging Counterparty and the Security Trustee

**"General Account"** means an account numbered 01726617 (sort code 40-05-01) opened and/or maintained by the Chargors with the relevant Account Bank

**"Hedging Arrangement"** means any interest rate hedging arrangement entered into by the Chargors in relation to interest payments under the Facility Agreement.

**"Hedging Counterparty"** means Norddeutsche Landesbank Girozentrale as hedging counterparty

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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

**"Investments"** means the existing or future interest of the relevant person in: (a) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity, and (b) any warrant or other right to acquire any such investment, in each case, including any income, offer, right or benefit in respect of any such investment

**"Lender"** means: (a) the Original Lender; and (b) any person which has become a Party in accordance with Clause 25 of the Facility Agreement, which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement

**"Obligor"** means the Chargors and each Trustee.

**"Occupational Lease"** means any leases and/or agreement for lease and/or licence or other occupational interest subject to which each Obligor's interest in the Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them.

**"Original Lender"** means Deutsche Hypothekenbank (Actien-Gesellschaft), London Branch.

**"Party"** means a party to the Facility Agreement

**"Property"** means the freehold property known as 17/18 Old Bond Street, London, W1 registered at the Land Registry with absolute title numbers LN12878 and 355086, including all (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future; (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and (c) easements, access-rights, rights of way, wayleaves and rights attaching to it.

**"Rectification Account"** means any account with the Account Bank for the purpose of holding any monies deposited with the Account Bank to rectify breaches of the covenants set out in Clauses 20 1, 20 2 or 20 3 of the Facility Agreement in accordance with Clause 20 4 of the Facility Agreement.

**"Relevant Contracts"** means each and all of: (a) each contract in respect of any disposal of any Charged Asset, (b) each Occupational Lease, (c) any managing agent's agreement, and (d) all other agreements, in which the Chargors have an interest, in each case, including any guarantees or sureties entered into in respect of them.

**"Rent"** means all sums paid or payable to or for the benefit of any Obligors arising from the letting, use or occupation of all or any part of the Property, including, without limitation: (a) rents, licence fees and equivalent sums reserved or made payable, (b) sums received from any deposit held as security for performance of any tenant's obligations, (c) proceeds of insurance in respect of loss of rent or interest on rent, (d) receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease, (e) any service charge payments, (f) proceeds paid for a breach of covenant or dilapidations under any Occupational Lease in relation to the Property and for expenses incurred in relation to any such breach; (g) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease; (h) any payment from a guarantor or other surety in respect of any of the items listed in this definition, (i) interest, damages or compensation in respect of any of the items in the definition; and (j) any amount which represents VAT chargeable in respect of any such sum.

**"Rent Accounts"** means the Rent Deposit Account and the Current Rent Account

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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

**"Rent Deposit Account"** means an account numbered 01726625 (sort code 40-05-01) opened and/or maintained by the Chargors with the relevant Account Bank.

**"Trust Deed"** means the declaration of trust dated as at the Utilisation Date (as defined in the Facility Agreement) made between the Trustees and the Beneficiaries pursuant to which the Trustees hold the legal title to the Property on behalf of the Beneficiaries.

**"Trust Documents"** means the Trust Deed and the Co-ownership Agreement

**"Trustees"** means MF Bond Street One Limited (with registered number 07446300) and MF Bond Street Two Limited (with registered number 07446316).

**"VAT"** means value added tax or any similar or substitute tax



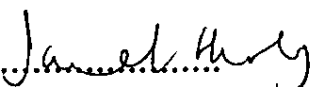
**Company number:** 7446316

**NOTICE OF TRANSFER OF DOCUMENTS FROM  
COMPANY RECORD**

**Company Name:** MF BOND STREET TWO LTD

**Document Transferred:** FORM MG01

**Reason For Transfer:** WRONG COMPANY NUMBER GIVEN ON  
FORM MGO1-DOCUMENT  
TRANSFERRED FROM COMPANY  
NUMBER 7446300 MF BOND STREET  
ONE LTD-PRESENTER CONFIRMED

**Signed:**.....

**For and on behalf of the Registrar**

**Dated:**.....18/04/11.....



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

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

**COMPANY NO. 7446316  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 MARCH  
2011 AND CREATED BY MF BOND STREET TWO LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO ANY FINANCE 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 4 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 APRIL 2011

OX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES