Registration of a Charge

Company name: LAW 5187 LIMITED

Company number: 08064988

Received for Electronic Filing: 20/11/2015



Details of Charge

Date of creation: 13/11/2015

Charge code: 0806 4988 0001

Persons entitled: LLOYDS BANK PRIVATE BANKING LIMITED

Brief description: LEASEHOLD PROPERTY KNOWN AS FIRST FLOOR FLAT, 31 LENNOX

GARDENS, LONDON SW1X ODE REGISTERED AT THE LAND REGISTRY

UNDER TITLE NUMBER BGL104613

Contains fixed charge(s).

Contains floating charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

Authentication of Instrument

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION

FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: MORTON FRASER LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8064988

Charge code: 0806 4988 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2015 and created by LAW 5187 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2015.

Given at Companies House, Cardiff on 23rd November 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





WARNING

THIS DOCUMENT IMPOSES LEGAL OBLIGATIONS AND YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.

LEGAL CHARGE

by

Law 5187 Limited and Law 5188 Limited

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LLOYDS BANK PRIVATE BANKING LIMITED

Property: First Floor Flat, 31 Lennox Gardens, London SW1X 0DE

This Legal Charge is made the 13th day of November 2015

BETWEEN

(1) Chargor:

as described in the Schedule below.

(2) Bank:

LLOYDS BANK PRIVATE BANKING LIMITED, a company registered in England & Wales (company number 2019697) having its registered office at 25 Gresham Street,

London, EC2V 7HN.

ITISAGREED IN THIS DEED as follows:

IN this Charge the following words have the meanings set out below:

"Conditions" means the Bank's Legal Charge Conditions (2015 Edition);

"Debt" and "Rental Income" have the same meaning as in the Conditions but in respect of Debt shall include all sums due by the Partnership in terms of the facility letter between the Bank and the Partnership dated 2 November 2015;

"Property" means the property described in the Schedule below and the other assets charged under Clause 3 of this Charge.

"Partnership" means Lennox Gardens Properties Limited incorporated under the Companies Acts (Company Number 07542104) and having its registered office at 124 Sloane Street, London, SW1X 9BW, and (2) JHP Developments Limited (formerly known as Beckwith Investments Limited) incorporated under the Companies Acts (Company Number 09469202) and also having its registered office at 124 Sloane Street, London, SW1X 9BW as partners of the firm of the Lennox Gardens Partnership.

- THE Chargor as nominee for the Partnership agrees to pay to the Bank the Debt when the Bank demands in writing.
- 3. THE Chargor with full title guarantee charges as security for the Debt:
- 3.1 by way of legal mortgage the Property;
- 3.2 by way of fixed charge all buildings and other structures on, and items affixed to, the Property;
- 3.3 by way of fixed charge any goodwill relating to the Property or any business or undertaking conducted by the Chargor at the Property;
- 3.4 by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of this Charge;
- 3.5 by way of assignment the Rental Income together with the benefit of all rights and remedies of the Chargor relating to the Rental Income;
- 3.6 by way of assignment all of the Charger's rights, including all claims and the proceeds of all claims, in each insurance policy relating to any of the property charged under this Charge; and
- 3.7 if the Chargor is a company or a limited liability partnership by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Charge on, in or used in connection with the Property or the business or undertaking conducted by the Chargor at the Property.
- 4. ALL of the provisions of the Conditions shall be deemed to apply to this Charge as though they were set out here in full, under exception of Condition 3.2.
- 5. **IF** the title to the Property is registered at the Land Registry or the grant of this Charge will trigger first registration of the Property, the Chargor applies to the Chief Land Registrar to enter upon the register of title to the Property a restriction that:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [INSERT DATE THAT THE LEGAL CHARGE IS TO BE SIGNED] in favour of Lloyds Bank Private Banking Limited referred to in the Charges Register."

6. THE Chargor contirms that he has received a copy of the Conditions.

- 7. THIS Charge shall take effect as a Deed.
- 8. THIS Charge, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English Law.

IN WITNESS this Charge has been executed as a Deed and delivered on the date at the top of this Charge.

THE SCHEDULE

(A) "Chargor" means Law 5187 Limited (company number 08064988) of 124 Sloane Street, London SW1X 9BW

Law 5188 Limited (company number 08065799) of 124 Sloane Street, London SW1X 9BW

(B) "Property" means the leasehold property known as First Floor Flat, 31 Lennox Gardens, London SW1X 0DE

registered at the Land Registry under Title Number BGL104613 and described in the following document(s):-

Date	Document	Parties
6 December 2012	Deed of Variation	(1) 31 Lennox Gardens (Freehold) Limited (2) Law 5187 Limited and Law 5188 Limited

EXECUTED as a DEED by LAW 5187 LIMITED acting by a director in the presence of the following witness:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Director
Full Name: STUMET DAVID ROBERT
Director/Secretary/Witness (delete as appropriate)
Full Name: AMY JOANNA FRANCIS XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Address (witness only): 15 Breer Street
SW6 3HE
EXECUTED as a DEED by LAW 5188 LIMITED acting by a director in the presence of the following witness: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Director
Full Name: STVMCT DAVID ROBERD
Director/Secretary/Witness (delete as appropriate)
Full Name: AMY JOHNH FRANCIS XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Address (witness only): 15 Brear Street
SUK 3HE

Address of the Bank for registration and service

Lloyds Bank Private Banking Limited, Securities, Private Lending Centre, 3rd Floor, Port Hamilton, 69 Morrison Street, Edinburgh, EH3 8YF.