

MR01

Particulars of a charge

010728/13



Companies House

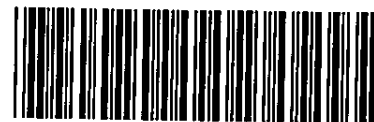
A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the Web
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument is not a legal charge

MONDAY



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L45REC29

20/04/2015

#43

COMPANIES HOUSE

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This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 09455423

Company name in full PACKET BOAT LANE LIMITED

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 Charge creation date

Charge creation date 31/03/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name L & A UXBRIDGE LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

PART OF THE FREEHOLD PROPERTY KNOWN AS UNITS 1 TO 8, THE GRAND UNION OFFICE PARK, PACKET BOAT LANE, COWLEY, UXBRIDGE AS REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER MX6587

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

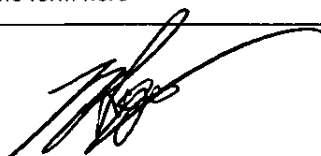
Signature

Please sign the form here

Signature

Signature

X



X

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

MRO1

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name ROBERT PERMUTT/G17/0056

Company name SBP LAW

Address GLADE HOUSE

52-54 CARTER LANE

Post town LONDON

County/Region

Postcode E C 4 V 5 E F

Country

DX 1030 LDE

Telephone 020 7332 2222



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9455423

Charge code: 0945 5423 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2015 and created by PACKET BOAT LANE LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2015.

Given at Companies House, Cardiff on 27th April 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Legal Charge

THIS IS AN **IMPORTANT** DOCUMENT YOU SHOULD TAKE **INDEPENDENT** LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND IF YOU SIGN AND **L & A UXBRIDGE LIMITED** IS NOT **PAID** YOU MAY LOSE THE ASSET(S) CHARGED IN THE CASE OF REGISTERED LAND THIS DOCUMENT AND ANY PRIORITY AGREEMENT WITH ANY OTHER LENDER WILL BE PUBLIC DOCUMENTS

Dated 31st MARCH 2015

WE HEREBY CERTIFY THIS TO BE A
TRUE AND ACCURATE COPY OF THE
ORIGINAL

Signed
31 / 3 / 15

SBP Law
Glade House
52/54 Carter Lane
London
EC4V 5EF

Date. 31st day of March 2015

Definitions.

Mortgagor: **PACKET BOAT LANE LIMITED** (Company registration number 09455423) whose registered office is situate at Glade House 52-54 Carter Lane London EC4V 5EF

Lender: **L & A UXBRIDGE LIMITED** Registered with Company Number 60058 of Town Mills South, La Rue du Pre, St Peter Port, Guernsey GY1 3HZ

Interest: Interest at the rate(s) charged to the Mortgagor by the Lender from time to time in accordance with the Joint Venture Agreement

Property. Part of the Freehold property known as Units 1 to 8, The Grand Union Office Park, Packet Boat Lane, Cowley, Uxbridge registered at the Land Registry with absolute title under title number MX6587 as demised by the TP1 of even date

Charged Assets: The assets charged by Clause 1 2

Goodwill: The present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor

Joint Venture Agreement: The Joint Venture Agreement dated on or about the date of this deed between the Lender and other Parties in respect of the Mortgagor

Mortgagor's Obligations All the Mortgagor's liabilities to the Lender of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) under the Joint Venture Agreement together with the Lender's charges and commission Interest and Expenses

Expenses: All expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Mortgagor's Obligations or in taking or perfecting this deal or in preserving defending or enforcing the security created by this deed or in exercising any power under this deal or otherwise with Interest from the date they are incurred

Required Currency: The currency or currencies in which the Mortgagor's Obligations are expressed from time to time

Charge

The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Lender -

1 1 By way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale)

1 2 By way of fixed charge if the Mortgagor is not an individual -

1 2 1 All the fixtures and fittings of the Mortgagor from time to time attached to the Property

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

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

and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

Repair Alteration and Insurance

- 2 1 **The** Mortgagor will keep the Property and the Charged Assets in good condition and comprehensively insured to the Lender's reasonable satisfaction for their full reinstatement cost and in default the Lender (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property and the Charged Assets. The Mortgagor will deposit with the Lender the insurance policy or where the Lender agrees a copy of it
- 2 2 **The** Mortgagor will not without the prior written consent of the Lender make any alteration to the Property which would require Planning Permission or approval under any Building Regulations save pursuant to any existing planning consent as at the date of this Legal Charge or as otherwise agreed with the Lender pursuant to the Joint Venture Agreement
- 2 3 **The** Mortgagor will hold in trust for the Lender all money received under any insurance of the Property or the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations PROVIDED THAT if there is no continuing Event of Default (as defined in the Joint Venture Agreement), the Lender will permit the Mortgagor to apply such monies to reinstatement, replacement or repair of or to the Property

Restrictions on Charging Leasing Disposing and Parting with possession

- 3 1 The Mortgagor will not without the Lender's prior written consent
save as provided by the Joint Venture Agreement -
 - 3 1 1 Create or permit to arise any mortgage charge or lien on the Property the Charged Assets or the Goodwill
 - 3 1 2 **Grant** or accept a surrender of any lease or licence of the Property the Charged Assets or the Goodwill
 - 3 1 3 **Dispose** of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill
- 3 2 If the Lender does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of Registered Land this will require registration and will be a public document
- 3 3 **The** Mortgagor applies and agrees that the Lender may apply for a restriction to be entered on the Register of any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Lender referred to in the Charges Register

Powers of the Lender

- 4 1 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 4 2 **The** Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration
- 4 3 All or any of the powers conferral on a Receiver by Clause 5 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment
- 4 4 The Lender will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Lender
- 4 5 Section 93(1) of the Law of Property Act 1925 shall not apply to this deal

Receivers

- 5 1 Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the

- 5 1 1 To take possession of and generally manage the Property and the Charged Assets and any business carried on at the Property
- 5 1 2 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
- 5 1 3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land
- 5 1 4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property
- 5 1 5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor
- 5 1 6 To take continue or defend any proceedings and enter into any arrangement or compromise
- 5 1 7 To insure the Property and the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
- 5 1 8 To employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies
- 5 1 9 To borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers
- 5 1 10 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill
- 5 2 If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property The Receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Mortgagor
- 5 3 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

Power of Attorney

- 6 Upon the occurrence of an Event of Default (as defined in the Joint Venture Agreement) which is continuing, the Mortgagor irrevocably appoints the Lender and any Receiver severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this deed or the exercise of any of their powers

Preservation of other Security and Rights and Further Assurance

- 7 1 This deed is in addition to any other security present or future held by the Lender for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender
- 7 2 The Mortgagor will at the Mortgagor's own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure the Mortgagor's Obligations on the Property the Charged Assets and the Goodwill

Memorandum and Articles of Association

- 8 If the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association

Notices

- 9 1 Any notice or demand by the Lender may be sent by post or fax or delivered to the Mortgagor in accordance with the provisions of the Joint Venture Agreement
- 9 2 A notice or demand by the Lender by post shall be deemed served on the day after posting
- 9 3 A notice or demand by the Lender by fax shall be deemed served at the time of sending

Governing Law

- 11 This deed shall be governed by and construed in accordance with English law

Interpretation

- 12 1 The expressions "Mortgagor" and "Lender" where the context admits include their respective successors in title and assigns
- 12 2 If two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Lender of the other or others of them
- 12 3 References to the "Property" and the "Charged Assets" include any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property
- 12 4 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select
- 12 5 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

In Witness of which this deed has been duly executed

EXECUTED AS A DEED BY
PACKET BOAT LANE LIMITED

By its duly authorised director

In the Presence of

Name *SKILVIA FRENCH*

Address *29 B SANDROCK RD*
LONDON
SE13 7TS

Occupation *ACCOUNTANT*

