

MG01s

Particulars of a charge created by a company
registered in Scotland



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LASERFORM

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 charge created by a
Scottish company.

X **What this form is NOT for**
You cannot use this form to
particulars of a mortgage or
created by a company in En
and Wales or Northern Irela
this, please use form MG01

FRIDAY



S11E8DAZ

SCT 27/01/2012 #484
COMPANIES HOUSE
LD3 17/01/2012 #40
COMPANIES HOUSE

1 **Company details**

Company number S C 3 0 0 6 2 1

Company name in full TERRACE HILL LETTINGS
(the "Borrower")

→ **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 d1 d2 m0 m1 y2 y0 y1 y2

3 **Description**

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description Legal charge dated 12 January 2012 made between (1) the Borrower and (2) BoS (as defined in
this form MG01s below) (the "Legal Charge")

4 **Amount secured**

Please give us details of the amount secured by the charge.

Amount secured All or any money and liabilities which shall from time to time (and
whether on or at any time after demand) be due, owing or incurred in
whatsoever manner to BoS by the Borrower, whether actually or
contingently, solely or jointly and whether as principal or surety (or
guarantor or cautioner) including any money or liabilities of the Borrower
to a third party which have been assigned or novated to or otherwise
vested in BoS and including discount, commission and other lawful
charges or expenses which BoS may in the course of its
business charge or incur in respect of any of those matters or for
keeping the Borrower's account, together with Interest upon them and
Expenses relating to them (the "Secured Liabilities").

For capitalised terms used but not otherwise defined in this Form
MG01s, please see continuation page 1 to this Form MG01s.

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**

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 BANK OF SCOTLAND PLC ("BoS")

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

6**Short particulars of all the property charged**

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

3. The Borrower with full title guarantee charged to BoS as security for the Secured Liabilities:-

3.1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property;

3.2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;

3.3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Legal Charge;

3.4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities;

3.5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Legal Charge; and

3.6 if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

N/A

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

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

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8 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.

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature ②

Please sign the form here.

Signature

Signature

X CMS Cameron McLenna LLP X

② Signature

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

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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 FAGH/MRR/034409.00093

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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 deed (if any) 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 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 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 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 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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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Terrace Hill Lettings

SC300621

In this Form MG01s the following expressions shall have the following meanings:

"Charge" means any mortgage or charge created at any time over any interest in the Property to secure the repayment of the Secured Liabilities to BoS.

"Conditions" means BoS's Commercial Charge Conditions (2007 Edition);

"Expense" or "Expenses" mean the total of the following:

- (i) any commission and other charges which BoS may from time to time charge to the Borrower in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Borrower;
 - (ii) any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under the Conditions and which are either repayable by the Borrower under the Conditions or are incurred in the exercise by BoS or the Receiver of their powers under the Conditions;
 - (iii) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property;
- together with Value Added Tax upon such sums where appropriate.

"Interest" means any sum of money payable to BoS by way of interest upon the Secured Liabilities.

"Owner" means any and every person (whether the Borrower or otherwise) who has granted a Charge to BoS as security for the Secured Liabilities and also:

- (i) the Owner's successors and personal representatives; and
- (ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge.

"Property" means the property described in the Schedule below.

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Charge in respect of the Owner or of all or any part of the Property.

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

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Please give the short particulars of the property charged.

Short particulars

Terrace Hill Lettings

SC300621

THE SCHEDULE

"Property" means the leasehold property known as

Flat 3 White Grounds Three Bridges London SE1 3LA and registered at H M Land Registry under Title Number TGL12075 and described in the following documents:

| Date | Document | Parties |
|-----------------|-------------------|---|
| 13 October 1989 | Lease | (1) Pluto Properties Limited (2) Teddy Foster Green and Andrew Bigby |
| 12 January 2012 | Deed of Variation | (1) 3 Bridges (London) Freehold Limited (2) Terrace Hill Lettings |



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 300621

CHARGE NO. 9

I HEREBY CERTIFY THAT A CHARGE CREATED BY TERRACE
HILL LETTINGS

ON 12 JANUARY 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 27 JANUARY 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 1 FEBRUARY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES