

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable w
Please see 'How to pay'

WEDNESDAY



A18

A7BVC0JD

08/08/2018

#40

COMPANIES HOUSE

✓ **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**
You may not use this form to
register a charge where
instrument. Use form M

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

11228582

Company name in full

RST LIMEHOUSE LIMITED

For official use

→ **Filing 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

07/08/2018

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

RST SECURITIES 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.

MR01

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

NONE

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

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.

☐

● This statement may be filed after the registration of the charge (use form MR06).

9

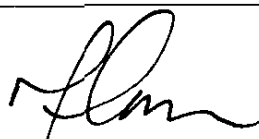
Signature

Please sign the form here.

Signature

Signature

X



X

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

MR01

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 Colleen Moon

Company name RST Limehouse Limited

Address 1 Fredenck Place

Post town London

County/Region

Postcode N8 8AF

Country

DX

Telephone 020 8341 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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11228582

Charge code: 1122 8582 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th August 2018 and created by RST LIMEHOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2018.

7

Given at Companies House, Cardiff on 16th August 2018



Companies House



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

THIS DEBENTURE is made on 7th AUGUST 2018 BETWEEN

- (1) **RST LIMEHOUSE LIMITED** (Company No 11228582) whose registered office is at Bridge House, 4 Borough High Street, London Bridge, London, SE1 9QR (the **Company**)
and
- (2) **RST SECURITIES LIMITED** (Company No 11330266) whose registered office is at Bridge House, 4 Borough High Street, London SE1 9QR (the **Debenture Holder**)

This Deed witnesses:

1. Definitions and interpretation

In this Deed unless the context requires otherwise:

1.1 the Debenture Holder

shall where the context so admits include its personal representatives and assigns;

1.2 the Development Companies

means all those companies being subsidiaries or associated companies of the Company carrying out the business of the development of land for residential, commercial and/or retail purposes to whom the Lenders have loaned monies on terms requiring the Debenture Holder to enter into a deed of guarantee and indemnity of the liabilities of the Development Companies to the Lender

1.3 the Guarantees

means all or any guarantees entered into, whether before or after the date of this debenture by the Debenture Holder as guarantor with the Lenders in respect of the liabilities of the Development Companies to the Lenders

1.4 the Lenders

means all those persons or companies which have loaned monies to the Development Companies the prepayment of which is not secured by registered charge, whether fixed or floating or fixed and floating over the assets and/or real property and/or undertaking of the Development Companies and who have loaned monies to the Development Companies subject to a condition that the Guarantees are entered into

1.5 the Secured Sum

means all or any sums as the Debenture Holder shall be called upon from time to time to pay and shall pay under the Guarantees.

1.6 In this Deed unless the context requires otherwise:

- 1.6.1 terms defined in the Companies Act 2006 have the same meanings;
- 1.6.2 reference to any statute or statutory provision includes a reference to:
- 1.6.3 that statute or statutory provision as from time to time amended extended or re-enacted or consolidated, and all statutory instruments or orders made pursuant to it;
- 1.6.4 words denoting the singular shall include the plural and vice versa; and
- 1.6.5 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa.

2. Covenant to pay

The Debenture Holder holds the benefit of this Debenture on trust for each of the Lenders and in consideration of the Debenture Holder having guaranteed the payment of all sums due under the Guarantees the Company covenants that it will on demand pay to the Debenture Holder the Secured Sum and all costs charges and expenses to which the Debenture Holder shall be put by reason of the Guarantee.

3. Charging provisions

As security for the payment of all sums from time to time due under the Guarantees and all other money intended to be secured by this Deed the Company with full title guarantee charges by way of first floating charge all book or other debts, monetary claims, revenues and claims both present and future (including things in action which may give rise to a debt revenue or claim) due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating to such book and other debts monetary claims revenues and claims including (but not limited to) any negotiable or non-negotiable instruments, guarantees, indemnities debentures, legal and equitable charges and other security reservation of proprietary rights of trading liens and all other rights and remedies of any nature in respect of such property and its undertaking property receivables and other assets both present and future wheresoever situate including its uncalled capital (the "Charged Assets") in favour of the Debenture Holder.

4. Conversion of floating charge into specific charge

The Debenture Holder may at any time by notice in writing to the Company convert the floating charge into a specific charge with reference to any assets specified in such notice and by way of further assurance of such specific charge the Company will promptly execute over such assets a fixed charge in favour of the Debenture Holder in such form as the Debenture Holder shall require.

5. Company Covenants

5.1 The Company covenants that it will not without the prior written consent of the Debenture Holder sell, assign, discount pledge, charge or otherwise dispose of all or any part of the debts and other property described in clause 3 above or deal with same in accordance with clause 5.2 below.

5.2 Notwithstanding anything in this Deed if the Company charges pledges or otherwise encumbers any of the Charged Assets contrary to clause 5.1 above or attempts to do so without the prior written consent of the Debenture Holder or if any creditor or other person takes or attempts to take control of, or initiates or attempts to initiate any other process of enforcement against any of the Charged Assets the floating charge created under this Deed over those assets shall automatically without notice become and operate as a fixed charge instantly on such event occurring.

5.3 The Company certifies that this Debenture does not contravene any of the provisions of its constitution and has been properly authorised and executed in accordance with it.

6. Covenants by the Company

The Company covenants with the Debenture Holder that during the continuance of this Deed the Company will and shall procure that each of its subsidiaries will at all times:

6.1 conduct and carry on its business in a proper, efficient and business-like manner and not make any substantial alteration in the nature or mode of conduct of that business and not make or incur any expenditure or liabilities of an exceptional or unusual nature and to keep and cause to be kept proper books of account relating to such business

6.2 get in and realise all book and other debts over assets charged under clause 3 above in the ordinary course of its business

7. Continuing security

This Deed shall be a continuing security notwithstanding any settlement of account or other matter or all sums due or contingently due from time to time under the Guarantees or any of them and shall not merge with any other security which the Debenture Holder may from time to time hold.

8. Severability

8.1 In the event that any of the Guarantees is found or agreed to be invalid or unenforceable this Debenture shall continue as security for the remaining or future guarantees

8.2 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.

9. Waiver

No failure or delay on the part of the Debenture Holder in exercising any right or remedy under this deed or any of the Guarantees shall operate as a waiver nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

Executed as A DEED by **RST LIMEHOUSE LIMITED**

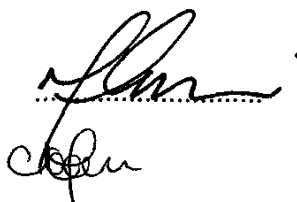
acting by Melanie Omirou,

A director, in the presence of:

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS OF WITNESS



C. MOON

4 THE BYWAY, POTTERS BAR, EN6 2LW

OCCUPATION OF WITNESS EXECUTIVE ASSISTANT

Executed as A DEED by **RST SECURITIES LIMITED**

acting by Melanie Omirou,

A director, in the presence of:



SIGNATURE OF WITNESS



NAME OF WITNESS

C. MOON

ADDRESS OF WITNESS

4 THE BYWAY, POTTERS BAR, EN6 2LW

OCCUPATION OF WITNESS

EXECUTIVE ASSISTANT .

I Certify this to be a
true copy of the original.

