1/02011/1

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



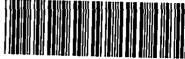
Α	fee	ıs	payabl	e with	this	form
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We will not accept this form unless you send the correct fee Please see 'How to pay' on the last page

✓ 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 to i particulars of a charge for a company To do this, please i form MG01s



A0LK8JW2 .03 11/05/2010

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		COMPANIES HOUSE
1	Company details	For official use
Company number	0 5 1 7 0 6 0 6	→ Filling in this form
ompany name in full	16 DEVONSHIRE PLACE LIMITED	Please complete in typescript or bold black capitals
	("THE CHARGOR")	All fields are mandatory unless specified or indicated by *
2	Date of creation of charge	1
Date of creation	$\begin{bmatrix} ^{d}3 \end{bmatrix} \begin{bmatrix} ^{d}0 \end{bmatrix} \begin{bmatrix} ^{m}0 \end{bmatrix} \begin{bmatrix} ^{m}4 \end{bmatrix} \begin{bmatrix} ^{y}2 \end{bmatrix} \begin{bmatrix} ^{y}0 \end{bmatrix} \begin{bmatrix} ^{y}1 \end{bmatrix} \begin{bmatrix} ^{y}0 \end{bmatrix}$	
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	DEED OF CHARGE OVER CREDIT BALANCES	
4	Amount secured	<u> </u>
	Please give us details of the amount secured by the mortgage or charge	Continuation page
Amount secured	All monies now due or hereafter to become due or from time to time accruing due from the Company to Barclays Bank PLC ("the Bank") upon any account and in any manner whatsoever	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 (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	BARCLAYS BANK PLC		
Address	1 CHURCHILL PLACE		
	LONDON		
Postcode	E 1 4 5 H P		
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	
	all or any part of the money payable pursuant to such Deposit(s) and thereby), together with all interest from time to time accruing thereon. It also creates an assignment by the Chargor, for the purposes of and over the right of the Chargor to require repayment of such Deposit(s) Schedule Details of the Charged Deposit(s) In the security the expression "Deposit(s)" is defined to mean all sum (a) deposited or paid by the Chargor now or at any time after the date of the account(s) (if any) with the Bank specified below and/or (whe any additional and/or substitute account(s) hereafter opened with the holding of all or part of the money or interest subject to the security (b) deposited or paid by the Chargor with or to the Bank or held by the Chargor pursuant to the deposit contract(s) (if any), short particulatelow, and (c) deposited or paid by the Chargor with or to the Bank or held by the Chargor (whether in an account or otherwise) now or at any time of security, unless the Bank agrees in writing before such deposit or	a fixed charge over all the "Deposit(s)" referred to in the schedule (including money payable pursuant to such Deposit(s) and the debts represented the all interest from time to time accruing thereon signment by the Chargor, for the purposes of and to give effect to the security, Chargor to require repayment of such Deposit(s) and interest thereon. Schedule ed Deposit(s) spression "Deposit(s)" is defined to mean all sums of money in any currency by the Chargor now or at any time after the date of the charge to the credit (if any) with the Bank specified below and/or (where the context permits). For substitute account(s) hereafter opened with the Bank for the deposit or art of the money or interest subject to the security, and by the Chargor with or to the Bank or held by the Bank on behalf of the to the deposit contract(s) (if any), short particulars of which are given by the Chargor with or to the Bank or held by the Bank on behalf of the in an account or otherwise) now or at any time during the currency of the lee Bank agrees in writing before such deposit or payment is made that it shall the security (provided that this paragraph shall not extend to any money in any	

In accordance with Section 860 of the Companies Act 2006

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(d) representing the renewal or replacement of or for any sums deposited or paid or held as set out in the foregoing paragraph(s)

DETAILS OF CHARGED ACCOUNT(S)

BARCLAYS BANK PLC RE 16 DEVONSHIRE PLACE LIIMITED BUSINESS PREMIUM ACCOUNT ACCOUNT NUMBER 60211745

Covenants and Restrictions

The Chargor has agreed, under clause 3 of the security, that during the currency of the security and notwithstanding any term (express or implied) pursuant to which any of the deposit(s) is or may be deposited with the Bank or paid to it or held by it, such deposit(s) shall only be repayable upon written request or demand and the Chargor shall not be entitled to make any request or demand upon the Bank for repayment of such deposit(s) or for payment of interest thereon, unless the Bank shall first have agreed to release the security insofar as it concerns such deposits)

The chargor is prohibited under clause 6 of the security from assigning, transferring, charging or otherwise alienating, dealing with or encumbering any or all money or interest subject to the security or its right, title or interest therein, or agreeing so to do

Without prejudice to the Bank's other rights and as a separate and independent stipulation, the Chargor has agreed under clause 9 of the security that the Bank may at any time or times without notice to the Chargor combine or consolidate any or all sums of money (or part(s) thereof) now standing or after the date of the charge from time to time standing to its credit upon current account, deposit account or any other account or otherwise in whatever currency in any part of the world (whether opened with the Bank or opened by it on behalf of the Chargor with some third party and whether opened in the Chargor's name or in the Bank's name or otherwise) with all or such part of the secured sums as the Bank may determine (whether presently payable or not)

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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	None	
! !		
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 866).	
	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 870). 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	X Tocacce X	
	This form must be signed by a person with an interest in the registration of the charge	

MG01

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 REF - 1-467142255-7796629 Company name BARCLAYS BANK PLC COMPANY REGISTRATIONS TEAM

UK BANKING SERVICE CENTRE

PO BOX 299

Post town BIR	RMINGHAM	
County/Region V	WEST MIDLANDS	
Postcode	B 1 3 P F	
Country ENC	GLAND	
DX		

Certificate

0845 300 3971

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	
ı		

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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5170606 CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OVER CREDIT BALANCES DATED 30 APRIL 2010 AND CREATED BY 16 DEVONSHIRE PLACE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 11 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MAY 2010



