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LLP395**M**

CHWP000

Please complete
in typescript, or
in bold black
capitals**Particulars of a mortgage or charge in respect
of a Limited Liability Partnership****A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.**

For official use

LLP Number OC312367**Full Name of Limited
Liability Partnership**

Methuen South LLP (the "Mortgagor")

**Date of creation
of the charge**

20 March 2008

**Description of the instrument
(if any) creating or evidencing
the charge (note 2)**

Legal Charge granted by the Mortgagor in favour of Barclays Bank plc (the "Bank") relating to Units B4 and C5 Commerce Park, Frome (the "Charge")

**Amount secured by the
mortgage or charge**

All moneys and liabilities which shall for the time being (whether on or at any time after demand) be due, owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well as before any demand made or judgement obtained hereunder and will on such demand also retire all bills or notes which may for the time being be under discount with the Bank and to which the Mortgagor is a party whether as drawer acceptor maker or indorser without any deduction whatsoever

Certain terms used above are defined in Part II of the attached Schedule

Signed

Osborne Clarke

Date

31 March '08

On behalf of [LLP][mortgagee/chargee] (delete as appropriate)

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of

Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol, BS1 6EG

(ref CDR/0928918)

Tel 0117 9174394

E-mail caroline.drummond@osborneclarke.com

TUESDAY



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01/04/2008

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COMPANIES HOUSE

When you have completed and signed the form please send it to the Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ**DX 33050 Cardiff**

06/2005

Names and addresses
of the mortgagees or
persons entitled to
the charge

Barclays Bank plc, 1 Churchill Place, London E14 5HP

Short particulars of all the
property mortgaged
or charged

Specified in Part III of the attached Schedule

NB Part IV of the attached Schedule contains covenants by and restrictions on the Mortgagor which protect and further define the charges and which must be read as part of the charges created

Particulars as to
commission allowance
or discount (*note 3*)

Nil

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395 *) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398 *) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398 *) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) * applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**

Methuen South LLP

Schedule to Form LLP395 for Legal Charge

Part I

The Mortgagor

Methuen South LLP (LLP registered number OC312367) (the "Mortgagor")

Part II

Definitions

In this form LLP395

"**Mortgaged Property**" means the mortgaged property listed in the Schedule to the Charge and in Part III (*Particulars of Property Mortgaged or Charged*) of this schedule to form 395,

"**Receiver**" means any person or persons (whether an officer of the Bank or not) appointed to be receiver and manager or receivers and managers pursuant to clause 6 of the Charge (which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers)

Part III

Particulars of Property Mortgaged or Charged

By clause 2 of the Charge, the Mortgagor with full title guarantee charged by way of legal mortgage all the Mortgaged Property referred to in the schedule to the Charge and listed below with the payment or discharge of all moneys and liabilities covenanted to be paid or discharged to the Bank by the Mortgagor

The freehold property known as or being Units B4 and C5 Commerce Park, Frome comprised in the document(s) particulars of which are set out below -

Transfer of B4 Commerce Park between Prospect Land Limited (1) and Methuen South LLP (2)

Transfer of C5 Commerce Park between Prospect Land Limited (1) and Methuen South LLP (2)

Part IV

Covenants and Restrictions

- 1 Under clause 4 of the Charge, during the continuance of the Charge no statutory or other power of granting or agreeing to grant, accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to the Charge
- 2 Under clause 6 of the Charge, at any time after the Bank has demanded payment of any moneys secured under the Charge or if requested by the Mortgagor the Bank may appoint by writing a Receiver of all or any part of the Mortgaged Property
- 3 Under clause 7 of the Charge, the Mortgagor covenants with the Bank that the Mortgagor during the continuance of the Charge will keep all buildings now or for the time being subject to the Charge insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments and will keep all buildings now or for the time being subject to the Charge in good repair and will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property and at any time after payment of the moneys secured by the Charge has been demanded or if default is made by the Mortgagor in performing any of the above obligations the Bank may as the case be insure and keep insured the buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) All moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank
- 4 Under clause 8 of the Charge, all moneys received on any insurance whatsoever for loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant in that behalf contained in clause 7 of the Charge or independently of or otherwise in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys secured by the Charge
- 5 Under clause 9 of the Charge, all costs, charges and expenses incurred under the Charge by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this Charge or in respect of the Mortgaged Property including all moneys expended by the Bank under clause 7 of the Charge and all costs of the Bank or the Receiver of all proceedings for enforcement of the security under the Charge, for obtaining payment of the moneys secured under the Charge or arising out of or in connection with the acts authorised by clause 6 of the Charge (and so that any taxation of the Bank's costs, charges and expenses shall be on the full indemnity basis) shall be recoverable from the Mortgagor as a debt, may be debited to any account of the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged Property and the Charge shall be in addition and without prejudice to any and every other remedy, lien or security which the Bank may have for the moneys secured under the Charge
- 6 By clause 12 of the Charge, the Bank shall on receiving notice that the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof be entitled to close the Mortgagor's then current account or accounts and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not

operate to reduce the amount due from the Mortgagor to the Bank at the time when it received such notice

- 7 By clause 14 of the Charge, the Mortgagor covenants with the Bank to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank
- 8 Under clause 15 of the Charge, the Mortgagor covenants with the Bank that -
 - (a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of the Charge be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the written consent of the Bank,
 - (b) upon any such registration the Mortgagor will deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 401(2) of the Companies Act 1985 as applied to
Limited Liability Partnerships pursuant to Paragraph 4 and
Schedule 2 of the Limited Liability Partnerships Regulations 2000.**

LLP NO. OC312367

CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 20
MARCH 2008 AND CREATED BY METHUEN SOUTH LLP FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
LIMITED LIABILITY PARTNERSHIP TO BARCLAYS BANK PLC
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS
PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE
LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON
THE 1 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 APRIL 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES