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in bold black
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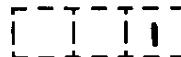
Particulars of a mortgage or charge in respect of a Limited Liability Partnership

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

LLP Number

OC313147

For official use



Full Name of Limited
Liability Partnership

Chantrey Vellacott DFK LLP (the "Tenant") ✓

Date of creation
of the charge

10 April 2008 ✓

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

Rent Deposit Deed made between the Tenant (1) and the
Landlord (2) (the "Deed") 26

Amount secured by the
mortgage or charge

Please see attached schedule 1 7

Signed

Taylor Wessing LLP

Date

15-04-08

On behalf of ~~XXX~~ [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 the
public record

Taylor Wessing LLP

Carmelite, 50 Victoria Embankment, London, EC4Y 0DX,
41 London London - Chancery Lane
EPI-5-15/Deed CV DFK LLP

Ref MCH/SPS

Tel +44 (0)207 300 7000

E-mail

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

WEDNESDAY



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16/04/2008
COMPANIES HOUSE

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| | |
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| Names and addresses of the mortgagees or persons entitled to the charge | Epic Nominees (Russell Square) Limited and Epic (General Partner Russell Square) Limited Gable House, 239 Regents Park Road, London N2 3LF (the "Landlord") |
| Short particulars of all the property mortgaged or charged | Please see attached schedule 2 |
| 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**.

* As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001

Definitions

In the Deed (including the introduction and schedule) the following words and expressions have the following meanings

"Account" means an account maintained by the Landlord with the Bank in the name of the Landlord and the Tenant,

"Bank" means HSBC Bank Plc at 129 New Bond Street, London W1A 2JA or such other bank as the Tenant may designate from time to time,

"Deed of Release" means the deed of release of even date with the Deed made between the Landlord (1) and Laurence John Batten, Ian Charles Blackman and Others (2),

"Deposit" means the sum of **SEVEN HUNDRED AND FORTY SIX THOUSAND ONE HUNDRED AND TWENTY FIVE POUNDS (£746,125)** which has been paid into the Account as security for the observance and performance of the Tenant's obligations pursuant to the Leases and all sums from time to time standing to the credit of the Account,

"Leases" means a lease of the Premises dated 2 May 1989 between Hilstone (Russell House) Limited (1) and RA Cole and Others (2) as varied by a deed dated 26 January 1996 made between Ringbest Limited (1) BRA Callaghan and Others (2) and DC Anning and Others (3) and a reversionary lease of the Premises dated 26 January 1996 made between Ringbest Limited (1) BRA Callaghan and Others (2) and DC Anning and others (3) including the Deed of Release consents variations and other documents (except for the Deed) supplemental to the Deed, and

"Premises" means Third to Seventh Floors (inclusive), Russell Square House, Russell Square, London WC1

SCHEDULE 1

Amount secured by the mortgage or charge

Without prejudice to any right or remedy which the Landlord may have under the Leases the Landlord shall be entitled to appropriate and withdraw from the Account (notifying the Tenant in writing from time to time of the amount withdrawn) such sums as may be required to meet the following liabilities

- (a) all rents service charges insurance premiums or other contribution to the cost of insurance of the Premises outgoings interest and other sums payable to or recoverable by the Landlord or in respect of which the Landlord is entitled to be indemnified by the Tenant under the Leases whether or not received by way of rent and which have been formally demanded by the Landlord but remain unpaid 21 days after service of such formal demand,
- (b) any claims demands damages losses costs expenses or other sums payable or incurred by virtue of any breach of any of the Tenant's obligations contained in the Leases or in the Deed which do not fall within (a) above and in respect of which 21 days notice of intention to appropriate and withdraw shall have been given by the Landlord to the Tenant,
- (c) any loss or damage suffered by the Landlord in consequence of the forfeiture or disclaimer of the Leases including (without prejudice to the generality of the foregoing) loss of mesne profits any promotional expenditure agents fees and all other expenses in relation to a re-letting of the Premises (including any abortive transactions) or any sum for which the Landlord may prove in the insolvency of the Tenant pursuant to the Insolvency Act 1986,
- (d) the payment on a full indemnity basis of all legal and surveyor's costs and all other costs charges and expenses incurred by the Landlord in relation to any of the matters specified in sub-clauses (a) to (c) (inclusive) above,
- (e) the discharge of all legal costs incurred by the Landlord in relation to the Account or the operation or enforcement of the Deed,
- (f) any Value Added Tax chargeable in respect of any of the sums payable pursuant to sub-clauses (a) to (e) (inclusive) above or any other supply for Value Added Tax purposes under the Deed,
- (g) any tax upon the interest accruing in the Account in respect of which the Landlord is accountable

(the "Liabilities")

SCHEDULE 2

Short particulars of the property mortgaged or charged

The Tenant charged to the Landlord with full title guarantee its right and interest in the Account and all sums from time to time standing to the credit of the Account with payment of the Liabilities T

NOTE

The Tenant covenants with the Landlord not to create or permit any mortgage charge pledge encumbrance or security in relation to the Deposit other than the charge contained in the Deed



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. OC313147

CHARGE NO. 1

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED THE
10 APRIL 2008 AND CREATED BY CHANTREY VELLACOTT DFK
LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE LIMITED LIABILITY PARTNERSHIP TO EPIC
NOMINEES (RUSSELL SQUARE) LIMITED & EPIC (GENERAL
PARTNER RUSSELL SQUARE) LIMITED ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE 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 16 APRIL 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 APRIL 2008



Companies House
— for the record —



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