

M

606138/13
LLP395

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

CHFP077

Please complete
in typescript, or
in bold black
capitals

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

00320145 ✓

3

Full Name of Limited
Liability Partnership

126 ST JOHN'S HILL LLP ✓

Date of creation
of the charge

20 MAY 2008

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

Legal Charge ✓

Amount secured by the
mortgage or charge

All the Limited Liability Partnership's liabilities to The Royal
Bank of Scotland plc (the 'Bank') of any kind and in any
currency (whether present or future actual or contingent
and whether incurred alone or jointly with another)
including banking charges, commission, interest, costs and
expenses

79.

Signed

For The Royal Bank of Scotland plc

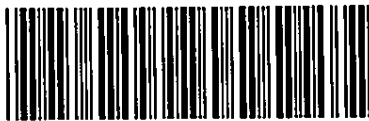
Date

23/5/2008


Duly Authorised Officer

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

Please give the name, address,
telephone number and e-mail (if avail)



PMO

PG9XH00S
21/6/08
COMPANIES HOUSE

144

A09

A53CW03T
28/05/2008
COMPANIES HOUSE

174

Our Ref

SM/R326/8

DX

148404 WILSON-JONES

Tel

020 7222 5900

WED

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

The Royal Bank of Scotland plc
36 St Andrew Square
Edinburgh
EH2 2YB

Short particulars of all
the property mortgaged
or charged

1 By way of legal mortgage - *126 St John's Hill*
London T/no 279540
(the 'Property') all covenants and rights affecting or concerning the Property and any share from time to time held by the LLP in any landlord or management company of the Property

2 By way of fixed charge -

2.1 The fixtures and fittings of the LLP from time to time attached to the Property

2.2 The plant and machinery vehicles and computer equipment of the LLP now and in the future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts

2.3 The furniture furnishings equipment tools and other chattels of the LLP now and in the future at the Property and not regularly disposed of in the ordinary course of business

2.4 The present and future goodwill of any business carried on at the Property by or on behalf of the LLP the rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the assets referred to above

Note - The Legal Charge contains covenants by the LLP with the Bank not without the Bank's prior written consent to

(a) create or permit to arise any mortgage charge or lien on the charged property, nor to dispose of the charged property;

(b) grant or accept a surrender of any lease or licence or part with or share possession or occupation of the Property

2

Particulars as to
commission allowance
or discount (note 3)

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 LLP 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 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**



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. OC320145

CHARGE NO. 3

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 20
MAY 2008 AND CREATED BY 126 ST JOHN'S HILL LLP FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
LIMITED LIABILITY PARTNERSHIP TO ROYAL BANK OF
SCOTLAND 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 2 JUNE 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JUNE 2008



Companies House
— for the record —



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