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LLP395

CHFP025

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

211

LLP Number

OC341025

Full Name of Limited
Liability Partnership

CCURV LLP (THE "CHARGOR")

Date of creation
of the charge

28 November 2008

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

SECURITY AGREEMENT (THE "SECURITY AGREEMENT")

Amount secured by the
mortgage or charge

AS SPECIFIED IN APPENDIX ONE TO THIS FORM

Signed

Eversheds LLP

Date

02/12/08

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 the

Eversheds LLP

Eversheds House, 70 Great Bridgewater Street, Manchester
M1 5ES
DX 14344 Manchester

GREENLI/MAN_003/719557 Tel 0845 497 9797

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

THURSDAY



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04/12/2008

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COMPANIES HOUSE

Names and addresses of the mortgagees or persons entitled to the charge	THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CROYDON, TOWN HALL, KATHARINE STREET, CROYDON CR9 1XY (THE "CHARGE")
Short particulars of all the property mortgaged or charged	AS SPECIFIED IN APPENDIX TWO TO THIS FORM
Particulars as to commission allowance or discount (<i>note 3</i>)	N/A

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

APPENDIX ONE
CCURV LLP
(REGISTRATION NUMBER: OC341025)

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Chargee, together with all reasonable and proper costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities.

(the "**Secured Liabilities**").

Definitions

"Finance Documents" means (in each case as amended or supplemented from time to time):

- (a) the Loan Note Instrument;
- (b) the Security Agreement; and
- (c) any other document entered into from time to time regulating the relationship of debt between the Chargor and the Chargee and designated as such by the Chargee and the Chargor.

"A" Loan Note Instrument" means the instrument under which the Loan Notes were issued by the Chargor (as amended, varied or supplemented from time to time).

"Loan Notes" means the loan notes constituted by the "A" Loan Note Instrument.

"Loan Note Instrument" means the "A" Loan Note Instrument.

APPENDIX TWO
CCURV LLP
(REGISTRATION NUMBER: OC341025)

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

Pursuant to the terms of the Security Agreement:

1. The Chargor, as continuing security for the payment, discharge and performance of all the Secured Liabilities, charges in favour of the Chargee:
 - 1.1 by way of a first legal mortgage:
 - 1.1.1 all the property specified in Schedule 1 of the Security Agreement (if any); and
 - 1.1.2 all estates or interests in any freehold or leasehold property (except any Security Assets specified in clause 2.1.1.1 of the Security Agreement (and referred to at paragraph 1.1.1 above) on or after the date of the Security Agreement belonging to it; and
 - 1.2 by way of a first fixed charge:
 - 1.2.1 (to the extent that they are not the subject of an effective mortgage under clause 2.1.1 of the Security Agreement (referred to at paragraph 1.1 above) all estates or interests in any freehold or leasehold property on or after the date of the Security Agreement belonging to it;
 - 1.2.2 all plant and machinery now or hereafter owned by the Chargor and its interest in any plant or machinery in its possession;
 - 1.2.3 to the extent that the Insurances are incapable for any reason of being effectively assigned pursuant to clause 2.2.2 of the Security Agreement (referred to at paragraph 2.2 below), all benefits in respect of the Insurances and all claims, proceeds and returns of premiums in respect of them either on the date of the Security Agreement or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);
 - 1.2.4 the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-clause in clause 2.1.2 of the Security Agreement (and referred to in this paragraph 1.2) and the right to recover and receive all compensation which may be payable to it in respect of them;
 - 1.2.5 the Specified Bank Balances.
 - 1.2.6 all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under clause 2.1.2.5 of the Security Agreement (and referred to in paragraph 1.2.5 above).
 - 1.2.7 the Shares (if any) listed in Schedule 5 (*Shares*) of the Security Agreement and any Related Rights (if any) from time to time accruing to or on such Shares; and

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- 1.2.8 all Investments (but not including Shares which are subject to a valid fixed charge under clause 2.1.2.7 of the Security Agreement (and referred to in paragraph 1.2.7 above) and all distribution rights from time to time accruing to or on such Investments.
2. The Chargor, as continuing security for the payment of the Secured Liabilities, assigns and agrees to assign absolutely to the Chargee by way of security:
- 2.1 all its rights, title and interest in and each of the Accounts and to the debts represented by the sums standing to the credit of each such Account; and
- 2.2 all its rights, title and interest in and the proceeds of the Insurances and each Policy.
3. The Chargor, as a continuing security for the payment and discharge of all of the Secured Liabilities, charges in favour of the Chargee by way of a first floating charge all its undertaking and all its property, assets and rights, whatsoever and wheresoever both present and future.
4. **NOTE:**
- 4.1 Pursuant to the terms of the Security Agreement, during the Security Period, the Chargor shall not:
- 4.1.1 create, extend or permit to subsist any security over any of the Security Assets; nor
- 4.1.2 (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by the Chargor or by any subsidiary of the Chargor (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in clause 7.2 of the Security Agreement (and referred to in this paragraph 4.1.2), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of an asset.
- 4.2 **Exceptions**
- 4.2.1 Clause 7.2 (*Restrictions on dealing*) of the Security Agreement (referred to in paragraph 4.1 above) does not apply to (a) the security created or required to be created pursuant to the Security Agreement, nor (b) any security, arrangement or transaction to which the Chargee has given its written consent.
- 4.2.2 Clause 7.2.2 of the Security Agreement (referred to in paragraph 4.1.2 above) does not apply to the Security Assets which are at that time the subject of any floating charge created by the Security Agreement and

are not the subject of any valid and effective fixed security pursuant to clause 2.1 (*Fixed security*) of the Security Agreement (referred to in paragraphs 1.1 and 1.2 above) and 2.2 (*Assignment*) of the Security Agreement (referred to in paragraph 2 above), and which are being dealt with at arms length in the ordinary course of business.

Definitions

Terms defined in Appendix One to this form have the same meaning in this Appendix Two.

"Accounts" means the accounts listed in Schedule 2 of the Security Agreement or any account designated as an "Account" by the Chargee.

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

"Fixtures" means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Property.

"Insurances" means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest.

"Investments" means any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares), interests in any partnership, or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Security Agreement) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

"Policy" means each policy of insurance in which the Chargor has any interest.

"Premises" means all buildings and erections included in the definition of "Security Assets".

"Related Rights" means any dividend or interest paid or payable in relation to any of the Shares and any rights, money or property accruing or offered at any time in relation to any of the Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

"Security Assets" means all assets of the Chargor the subject of any Security Interest created or intended to be created by the Security Agreement.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"Security Period" means the period beginning on the date of the Security Agreement and ending on the date on which the Chargee is satisfied (acting reasonably) that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

"Shares" means all shares (if any) specified in Schedule 5 (*Shares*) of the Security Agreement and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest.

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the Accounts, as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account.

Interpretation

A reference in the Security Agreement to a charge or mortgage of any freehold or leasehold property includes:

- (i) all Premises and Fixtures on that property;
- (ii) the proceeds of sale of any part of that property; and
- (iii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.



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. OC341025

CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED
THE 28 NOVEMBER 2008 AND CREATED BY CCURV LLP FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
LIMITED LIABILITY PARTNERSHIP TO THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH OF CROYDON 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 4 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 DECEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES