

LL MG01

185901/26



Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

A fee is payable with this form

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
created by an LLP in England and
Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register
particulars of a mortgage or charge
for a Scottish LLP
To do this, please use form
LL MG01s

WEDNESDAY



LD5 15/08/2012 #13
COMPANIES HOUSE

1

LLP details

LLP number

O C 3 6 6 1 8 5

LLP name in full

1 N R LLP

4

For official use



Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d0 m0 m8 y2 y0 y1 y2

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Debenture

4

Amount secured

Amount secured

Please give us details of the amount secured by the mortgage or charge

All present and future monies, obligations and
liabilities owed by 1 N R LLP (**Company**) to DB UK Bank
Limited (**Bank**), whether actual or contingent and whether
owed jointly or severally, as principal or surety or in
any other capacity, under or in connection with the
facility agreement dated on or around the date of the
Debenture between the Company, the Bank and Richard Guy
Rafe Lister and Jasmine Darling Sarah Lister for the
provision of the loan facilities secured by the
Debenture, as amended, supplemented or restated from
time to time (**Facility Agreement**) or the Debenture
(including, without limitation, those arising under
Clause 12 3 2 of the Debenture), together with all
interest (including, without limitation, default
interest) accruing in respect of those monies or
liabilities (**Secured Liabilities**)

Continuation page

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**

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

DB UK Bank Limited

Address

23 Great Winchester Street

London

Postcode

E C 2 P 2 A X

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

Short particulars

3. GRANT OF SECURITY

3 1 As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee

3 1 1 charges to the Bank, by way of first legal mortgage, the freehold property known as 1 Norfolk Road, London NW8 6AX registered with title absolute at the Land Registry under title number NGL870488 (the "Property"),

3 1 2 charges to the Bank, by way of first fixed charge

a) all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest (including (but not limited to) the Property and Property means any of them ("Properties") acquired by the Company in the future,

b) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property,

c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,

See continuation sheet

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of all the assets, property and undertaking for the time being, subject to the security interests created by the Debenture (and references to the Charged Property shall include references to any part of it) ("Charged Property"), and all rights in connection with them,
- e) all its present and future goodwill and uncalled capital,
- f) all the all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions ("Equipment"),
- g) all the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights ("Intellectual Property"),
- h) all the all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them ("Book Debts");
- i) all the present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time ("Investments"), and
- j) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person

3 1 3 assigns to the Bank absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities

- a) all present and future rents and other sums due to you

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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

under any lease or other agreement (i) permitting occupation of the Property to which the Property may from time to time be subject and (ii) in respect of which the Company is the immediate landlord ("Lease"),

b) all its rights in each of the contracts and policies of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment) ("Insurance Policy"), and

c) all proceeds of any of the foregoing not otherwise assigned under this clause 3 1 3

3 1 4 charges to the Bank, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1 1 to clause 3 1 3 inclusive

3 2 The floating charge created by clause 3 1 4 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if

3 2 1 the Company

a) creates, or attempts to create, without the prior written consent of the Bank, any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect ("Security Interest") or a trust in favour of another person on all or any part of the Charged Property, or

b) disposes, or attempts to dispose of, all or any part of the Charged Property (other than Charged Property that is only subject to the floating charge while it remains uncrystallised),

3 2 2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge,

3 2.3 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property,

3 2 4 the Bank receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Company,

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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

or

3 2 5 the Bank has other reasonable grounds to believe that there is
a threat to the security constituted by the Debenture

3 3 Any asset acquired by the Company after any crystallisation of the
floating charge created under the Debenture which, but for that
crystallisation, would be subject to a floating charge under the
Debenture, shall (unless the Bank confirms otherwise to the Company
in writing) be charged to the Bank by way of first fixed charge.

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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

N/A

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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. 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.

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. 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 property situated in another part of UK.

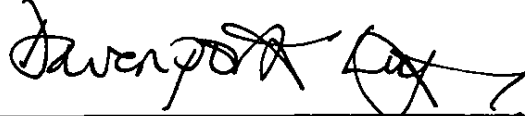
9

Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

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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 Judith Gershon

Company name Davenport Lyons

Address 30 Old Burlington Street

Post town London

County/Region

Postcode W 1 S 3 N L

Country England

DX 37233 Piccadilly 1

Telephone 020 7468 2600



Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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



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 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 LLPs registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC366185
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 AUGUST
2012 AND CREATED BY 1 N R LLP FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY
PARTNERSHIP TO DB UK BANK LIMITED ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 AS APPLIED TO THE LIMITED LIABILITY
PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006)
REGULATIONS 2009 ON THE 15 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 AUGUST 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

