



Registration of a Charge

LLP name: **A SHADE GREENER (F10) LLP**

LLP number: **OC385448**



X3D1IVUH

Received for Electronic Filing: **27/07/2014**

Details of Charge

Date of creation: **24/07/2014**

Charge code: **OC38 5448 1189**

Persons entitled: **U.S BANK TRUSTEES LIMITED**

Brief description: **5 LINDISFARNE WASHINGTON NE38 7JR**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLAIRE NICHOLSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC385448

Charge code: OC38 5448 1189

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2014 and created by A SHADE GREENER (F10) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 27th July 2014 .

Given at Companies House, Cardiff on 28th July 2014

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CATT 39004

Dated

24/7/

2014

LEGAL CHARGE

by

A SHADE GREENER (F11) LLP

AND

U.S. BANK TRUSTEES LIMITED

Form of charge filed at HM Land Registry under reference MD1393D

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before signing this document.

This **LEGAL CHARGE** is made the 24th day of July 2014

BETWEEN:

- (1) **A SHADE GREENER (F11) LLP**, a limited liability partnership incorporated in England and Wales with number OC386129 whose registered office is at Sterling House, Maple Court, Tankersley, Barnsley, South Yorkshire, S75 3DP (the "**Chargor**")
- (2) **U.S. BANK TRUSTEES LIMITED** a limited liability company incorporated under the laws of England and Wales with company number 02379632 and having its Registered Office at 5th Floor, 125 Old Broad Street, London EC2N 1AR including those deriving any title or interest from it as agent and trustee for itself and each of the Secured Parties (the "**Security Agent**")

IT IS AGREED IN THIS DEED as follows:

1. In this Charge the following words have the meanings set out below:

"**Debenture**" means the debenture granted by the Chargor in favour of the Security Agent dated 9th May 2014;

"**Property**" means the property described in the Schedule below.

"**Secured Assets**" means all the assets of the Chargor which time to time are or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to this Charge.

2. A term defined in the Debenture has the same meaning when used in this Charge or any notices, acknowledgements, or other documents issued under or in connection with this Charge.
3. Clauses 1.2 to 1.5 of the Debenture are incorporated into this Charge as if set out here in full but so that each reference in each clause to "this Deed" (meaning the Debenture) shall be read as a reference to this Charge.
4. The Chargor agrees to pay to the Security Agent the Secured Obligations when the Security Agent demands in writing.
5. The Chargor with full title guarantee charges to the Security Agent as security for the Secured Obligations:
 - 5.1 by way of legal mortgage the Property;

- 5.2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- 5.3 by way of fixed charge all plant, equipment, systems, machinery and other items attached to and forming part of the Property on or at any time after the date of this Charge;
- 5.4 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under this Charge;
- 5.5 by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.
6. The terms of the Senior Finance Documents and of any side letters relating to the Senior Finance Documents and the Secured Obligations are incorporated into this Charge to the extent required for any:
 - 6.1 continuance or discharge of security created by this Charge;
 - 6.2 enforcement of security created by this Charge;
 - 6.3 payment or appropriation of money or assets due under this Charge;
 - 6.4 powers, rights, duties and obligations of the Security Agent under this Charge; and
 - 6.5 purported disposition of any Secured Assets contained in this Charge to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
7. If the title to the Property is registered at the Land Registry, the Chargor applies to the Chief Land Registrar to enter upon the register of title to the Property the following restriction:

"no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 24/7/2014 in favour of U.S. Bank Trustees Limited referred to in the charges register."
8. This Charge is a Warehouse Finance Document and a Bond Finance Document.
9. A person who is not a party to this Charge shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Charge.
10. This Charge shall be governed by and construed in accordance with English Law.

IN WITNESS this Charge has been executed as a Deed and delivered on the date at the top of this Charge.

THE SCHEDULE

"Property" means the leasehold property known as

5 Lindisfarne
Washington

NE38 7JR

registered at the Land Registry under Title Number (to be allocated)

EXECUTED as a DEED by
A SHADE GREENER (F11) LLP
acting by duly appointed Attorneys of two members:

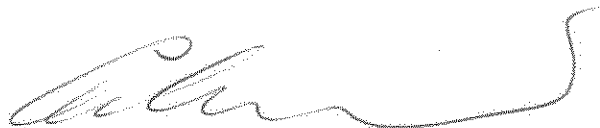
Designated Member:



Designated Member:



EXECUTED as DEED by:
U.S. Bank Trustees Limited
acting by its Attorney



Address of the Security Agent for registration and service: U.S. Bank Global Corporate Trust Services,
5th Floor, 125 Old Broad Street, London EC1N 1AR, Attention: MBS Relationship Management