

23/3/2017
LL MR01

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

Oyez



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

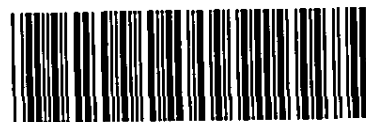
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form LL MR08

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

☒ You must enclose a certified copy of the instrument with this form. This will
be scanned and placed on the public record. **Do not send the original.**



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LD4

29/11/2016

#242

COMPANIES HOUSE

TUESDAY

1 LLP details	
LLP number	0 C 3 9 8 3 5 3
LLP name in full	1 Marryat Place LLP ✓

For official use	
Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	

2 Charge creation date	
Charge creation date	2 5 1 1 2 0 1 6 ✓

3 Names of persons, security agents or trustees entitled to the charge	
Please show the names of each of the persons, security agents or trustees entitled to the charge.	
Name	Mark Wilson and Andrew John Whelan as liquidators of Indigo Developments Limited ✓
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below.	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge.	

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

Legal Charge over Freehold Land at 1 Marryat Place, Wimbledon SW19 5BL (registered at the Land Registry with title number SGL702944).

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the LLP?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

8

Trustee statement

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

1 This statement may be filed after the registration of the charge (use form LL MR06)

9

Signature

Please sign the form here

Signature




Signature




X Devonshires Solicitors LLP X


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

LL MR01

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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. The contact information you give will be visible to searchers of the public record	
Contact name	Alexandra Benion
LLP name	Devonshires Solicitors LLP
Address	30 Finsbury Circus
	London
Post town	
Country/Region	
Postcode	E C 2 M 7 D T
Country	
DX	DX 33856 Finsbury Square
Telephone	020 7628 7576
 Certificate	
We will send your certificate to the presenter's address if given above or to the LLP's 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:	
<input type="checkbox"/> The LLP name and number match the information held on the public Register.	
<input type="checkbox"/> You have entered the date on which the charge was created.	
<input type="checkbox"/> You have shown the names of persons entitled to the charge.	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form.	
<input type="checkbox"/> You have enclosed the correct fee.	
<input type="checkbox"/> Please do not send the original instrument; it must be a certified copy.	

 Important information	
Please note that all information on this form will appear on the public record.	
 How to pay	
A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.	
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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC398353

Charge code. OC39 8353 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2016 and created by 1 MARRYAT PLACE LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 29th November 2016.

DL

Given at Companies House, Cardiff on 5th December 2016



Companies House



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

LEGAL CHARGE

25 NOVEMBER

2016

Lender Mark Wilson and Andrew John Whelan as joint liquidators of Indigo Development Limited (in liquidation) (Company Number 06959781) whose registered office is at 60/62 Old London Road, Kingston Upon Thames, KT2 6QZ who act without personal liability

Borrower 1 Marryat Place LLP (Company Number OC398353) whose registered office is at 6a High Street, Wimbledon, London, SW19 5DX

Mortgagor 1 Marryat Place LLP (Company Number OC398353) whose registered office is at 6a High Street, Wimbledon, London, SW19 5DX

Property Freehold land being 1 Marryat Place, Wimbledon SW19 5BL (registered at the Land Registry with title number SGL702944)

- A The Mortgagor with full title guarantee charges the Property by way of Legal Mortgage with the payment of all monies payable to the Lender by the Borrower as more particularly detailed in a Deed of Novation and Release of even date
- B This Legal Charge incorporates the Mortgage Provisions overleaf
- C This Legal Charge is capable of securing further advances.

Executed as a Deed by
1 MARRYAT PLACE LLP
acting by a member
in the presence of:

)
)
)
)

...

FOR AND ON BEHALF
OF IDC BURGHELEY
LIMITED

Witness:

Signature:

Name:

Address:

Occupation:

GUY WILMOT
2 PUTNEY HILL
LONDON SW15 6AP
SOLICITOR

Certified a true copy of the
original document
Devonshires Solicitors LLP
29 November 2016

MORTGAGE PROVISIONS

1. The Mortgagor with full title guarantee charges by way of Legal Mortgage the Property, subject to any prior charges, with the payment and discharge to the Lender of all monies (whether by way of principal interest charges or otherwise) now and from time to time remaining or becoming due and unpaid to the Lender by the Borrower and by way of further security for such monies, assigns to the Lender all their beneficial interest in the Property and the proceeds of sale of the Property to hold the same for the Lender absolutely provided that when all monies secured by this Legal Charge have been paid off, the Lender will at the request of the Mortgagor reassign to the Mortgagor such beneficial interest.

- 2 The Mortgagor covenants as follows:

- (1) to keep the Property in good and substantial repair;
- (2) to keep the Property fully insured with a reputable insurance company for its full reinstatement value and against such risks as the Lender may from time to time reasonably require,
- (3) to deliver to the Lender evidence of the insurance referred to in the preceding sub-clause and of payment of each insurance premium;
- (4) to observe and perform the covenants, provisions and stipulations affecting the Property (including those contained in any lease under which the Property is held);
- (5) to comply with the conditions contained in any prior charge;
- (6) to comply with all obligations to pay and discharge rates, taxes, rents and other outgoings and impositions which may be payable in respect of the Property or the owner or occupier of the Property;
- (7) not without the prior written consent of the Lender to mortgage, charge or part with possession of the whole or any part of the Property;
- (8) not without the prior written consent of the Lender to lease, or agree to lease, sub-let, accept the surrender of, or grant, or agree to grant or permit any assignment of a tenancy or licence and any other right or interest in respect of the whole or any part of the Property;
- (9) not without the prior written consent of the Lender to make any change of use in respect of the Property;
- (10) not during the continuance of this security without the prior written consent of the Lender to register or cause or permit to be registered under the Land Registration Acts any person or persons as proprietor or proprietors of the Property not already so registered.

- 3.

- (1) Neither Section 103 of the Law of Property Act 1925 nor the restrictions on the appointment of a receiver imposed by Section 109 shall apply to this security and the Lender's statutory powers of sale shall arise on the execution of this Legal Charge and shall become immediately exercisable if

- (i) any monies secured by this Legal Charge shall have not been promptly discharged in accordance with the terms of the Court Order;
- (ii) the Mortgagor or the Borrower fails to comply with any of their obligations under this Legal Charge or any facility letter or agreement secured by this Legal Charge

- (2) On or after taking possession of the Property and after an event of default of the type referred to in Clause 3(1)(i) or (ii) above the Lender may as agent of the Mortgagor and at the Mortgagors' expense remove store or sell or otherwise deal with any furniture or goods which the Mortgagor shall fail or refuse to remove and the Lender shall not be liable for any loss or damage caused provided that the provisions of this clause shall not operate to confer on the Lender any right to or security on any furniture or goods so as to constitute this Legal Charge a bill of sale
- (3) The Mortgagor shall pay on a full indemnity basis all costs, charges and expenses incurred by the Lender after an event of default of the type referred to in clause 3(1)(i) or (ii) above whether in the protection realisation and enforcement of this Legal Charge or for any other valid reason so that any detailed assessment or calculation of the Lender's legal costs and charges shall be on a Solicitor and own client basis.

- 4 If the Mortgagor shall breach any of the covenants contained in this Legal Charge it shall be lawful (but not obligatory) for the Lender to make payment and carry out any obligation which the Mortgagor is required to make or perform and for the Lender and their employees, workmen or agents to enter the Property and carry out and perform all works necessary to be done to or on the Property and to pay all outgoings which are at any time due and unpaid. The Mortgagor shall on demand pay to the Lender all sums expended by the Lender pursuant to the provisions of this Clause and such sums shall carry interest from the date of expenditure until payment at the

same rate of interest as is payable under the facility letter or agreement secured by this Legal Charge

5. In the event of any proceedings or steps to enforce any prior charge, the Lender, after any default by the Mortgagor to comply with his obligations under Clause 2(5), may pay off such prior charge and procure a transfer to such prior charge.
6. The Mortgagor hereby applies to the Land Registrar for a Restriction in the following terms to be entered on the register of the Mortgagor's title relating to the Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 25 November 2016 in favour of ANDREW JOHN WHELAN of WSM Marks Bloom LLP, 60/62 Old London Road, Kingston Upon Thames, KT2 6QZ and MARK WILSON of RSM Restructuring Advisory LLP, 25 Farringdon Street, London, EC4A 4AB as joint Liquidators of Indigo Development Limited referred to in the Charges Register."

7. This security shall be in addition to and shall not be in any way prejudiced or affected by any other security now or which may later be held by the Lender for all or any part of the monies secured by this Legal Charge. In addition such other security shall not in any way be prejudiced or affected by this Legal Charge
8. The Lender may assign all or any of their rights under this Legal Charge or any facility letter or agreement secured by it provided that the Mortgagor's liability is not increased directly as a result of such assignment.
9. In this deed words using the masculine gender include the feminine; words importing the singular include the plural, a reference to any of the parties to this Legal Charge shall include that party's successors and assigns and his personal representatives; "the Property" includes each and every part of the Property and all buildings fixtures fittings and additions, where there are two or more persons included in the expression "the Mortgagor" such persons shall be jointly and severally liable for the covenants by the Mortgagor - this means that each such person is fully liable for the Mortgagor's obligations; a reference to any statute shall include any statutory amendment or re-enactment.