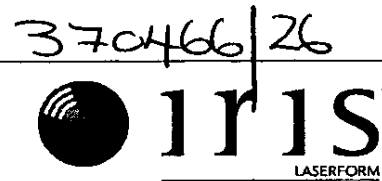


MG01

Particulars of a mortgage or charge



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 in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge in Scotland or a company. To do this, please use form MG01s

THURSDAY



A37 *AWM5WQ6P* 490
23/12/2010
COMPANIES HOUSE

1

Company details

Company number

0 5 0 8 1 3 3 3

Company name in full

Mezzanine 2 Limited (the "Mortgagor")

1

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

d2 d1 m1 m2 y2 y0 y1 y0

3

Description

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

Description

Legal Mortgage made between (1) the Mortgagor and (2) Triodos Bank NV (the "Bank") dated 21 December 2010 (the "Mortgage")

4

Amount secured

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

Amount secured

All of the Mortgagor's liabilities to the Bank of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another and in whatever style or name and whether as principal or surety) together with the Bank's charges and commission, Interest and Expenses

(See continuation sheet for definitions)

Continuation page

Please use a continuation page if you need to enter more details

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

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 Triodos Bank NV

Address Brunel House, 11 The Promenade

Clifton, Bristol

Postcode B S 8 3 N N

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

1 Mortgaged property

The Mortgagor with full title guarantee

1 1 charged to the Bank by way of first legal mortgage, the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale),

1 2 charged to the Bank by way of first fixed charge

(a) the Property to the extent it is not effectively mortgaged or charged under Clause 1 1,

(b) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, the rent and the benefit of any guarantee or security in respect of the rent, to the extent not effectively assigned under clause 1 4,

(c) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Mortgagor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise of or relating to the Mortgaged Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them,

(See attached continuation sheets)

MG01

Particulars of a mortgage or charge

7

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

8

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 (section 860). 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 (section 866).

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 (section 870). 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 section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X JLT LLP X

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

MG01

Particulars of a mortgage or charge



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 Peter Skeen

Company name TLT LLP

Address One Redcliff Street

Post town Bristol

County/Region

Postcode B S 1 6 T P

Country

DX 7815 Bristol

Telephone 0117 917 8488



Certificate

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

- ☐ The company 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(s) 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 each 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 companies registered in England and Wales:

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

For companies 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 companies 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

MG01 - continuation page

Particulars of a mortgage or charge

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 and authorisations (statutory or otherwise) held or required in connection with the Mortgagor's business carried on at the Property or the use of any Mortgaged Property, and all rights in connection with them, and
- (e) all present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor,
- 1 3 charged to the Bank by way of first floating charge, all present and future Chattels owned by the Mortgagor or in which the Mortgagor has an interest
- 1 4 assigned to the Bank
- (a) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, and
- (b) the Rent and the benefit of any guarantee or security in respect of the Rent, provided that nothing in this clause 1 4 shall constitute the Bank as mortgagee in possession

2 Further assurance

- 2 1 The Mortgagor, at its own cost, shall prepare and execute in favour of the Bank, or as the Bank shall direct, such further legal or other assignments, mortgages, securities or charges (containing a power of sale and such other provisions as the Bank may reasonably require) as the Bank, in its absolute discretion, requires from time to time over all or any part of the Mortgaged Property
- 2 2 The Mortgagor will at any time if and when required by the Bank give notice to such parties as the Bank may require of any such further legal or other assignments, mortgages, securities or charges and will take such other steps as the Bank may require to perfect any of the same

3 Negative Pledge

- The Mortgagor shall not at any time, except with the prior written consent of the Bank
- 3 1 create, purport to create or permit to subsist any mortgage, charge, lien or other encumbrance on, or in relation to, the Mortgaged Property other than the Mortgage, or
- 3 2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Mortgaged Property, or
- 3 3 create or grant (or purport to create or grant) any interest in the Mortgaged Property in favour of a third party

Definitions

"Chattels" means all stock, goods, moveable plant, machinery, tools, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Property,

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Mortgaged Property or the Mortgagor's liabilities or in taking or perfecting the Mortgage or in preserving defending or enforcing the security created by the Mortgage or in exercising any power under the Mortgage or otherwise with Interest from the date they are incurred,

"Interest" means interest at the rate(s) charged to the Mortgagor by the Bank from time to time,

"Mortgaged Property" means the Property and all other assets, revenues, rights and benefits described in clauses 1 1 and 1 2,

"Property" means the leasehold property known as Waterbridge House, 32-36 Loman Street, London, SE1 0EE registered at the Land Registry under title number TGL290734

"Receiver" means a receiver and/or manager of any or all of the Mortgaged Property appointed under the Mortgage, and

"Rent" means all amounts payable to or for the benefit of the Mortgagor by way of rent, licence fee service charge, dilapidations, ground rent and rent charge and any mesne profits in respect of the Property and other monies payable to or for the benefit of the Mortgagor in respect of the occupation or usage or any part of the Property including without limitation for display of advertisements on licence or otherwise

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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	Please give the short particulars of the property mortgaged or charged	
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Short particulars	
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5081333
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 21
DECEMBER 2010 AND CREATED BY MEZZANINE 2 LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO TRIODOS BANK NV 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 ON THE 23 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 DECEMBER
2010



Companies House
— for the record —

PX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES