

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 MR00

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

This form must be delivered to the Registrar for registration
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.
It will be scanned and placed on the public record. Do not send the original.



S3DDWF5U
01/08/2014 #41
SPE
COMPANIES HOUSE

1 Company details

Company number 0 5 4 1 9 2 0 8

Company name in full NOS 2 Limited

285 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 8 0 7 2 0 1 4

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 Capita Asset Services (London) Limited (as security trustee)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4	Brief description	
Brief description	<p>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</p> <p>89/91 Bank Street, Rawtenstall, Lancashire, BB4 7QN (title number LA661248) 4 The Parade, Southfields, Letchworth, SG6 4NB (title number HD505648) 146 High St Wiltshire, SN4 6AB (title number WT197845) 29-51 Church Street, Keighley, West Yorkshire, BD21 5HT (title number WYK852340)</p>	<p>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"</p> <p>Please limit the description to the available space</p>
5	Other charge or fixed security	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
8	Trustee statement¹	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>N.A. Stewart</i> X</p> <p>This form must be signed by a person with an interest in the charge</p>	

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Natalie Stewart

Company name Paul Hastings (Europe) LLP

Address Ten Bishops Square

Eighth Floor

Post town London

County/Region

Postcode E 1 6 E G

Country United Kingdom

DX

Telephone 020 3023 5121



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ 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 £13 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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5419208

Charge code: 0541 9208 0285

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2014 and created by NOS 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2014

Given at Companies House, Cardiff on 7th August 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

28 July

2014

WE HEREBY CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL
SIGNED *[Signature]* 28/7/14
EVERSHEDS LLP

- (1) NOS 2 LIMITED
- (2) CAPITA ASSET SERVICES (LONDON) LIMITED

SUPPLEMENTAL MORTGAGE

EVERSHEDS LLP
1 Callaghan Square
Cardiff CF10 5BT
Tel. 0845 497 9797 Fax 0845 498 7333

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THIS SUPPLEMENTAL MORTGAGE is made on 28 July 2014

BETWEEN

- (1) NOS 2 LIMITED, a company incorporated in England, registered number 05419208 whose registered office is at c/o Internos Global, 65 Grosvenor Street, London W1K 3JH (the "Chargor"), and
- (2) CAPITA ASSET SERVICES (LONDON) LIMITED as security agent for the Finance Parties (the "Security Trustee"),

and is supplemental to the Debenture (as defined below)

WHEREAS

- (A) The Chargor enters into this Supplemental Mortgage in connection with the Facility Letter (as defined below)
- (B) It is intended that this Supplemental Mortgage should take effect as a Deed
- (C) This is a Finance Document (as defined in the Debenture)
- (D) The Security Trustee holds the benefit of this Supplemental Mortgage, including the security created and other rights granted in it on trust for the Finance Parties
- (E) The document is the deed of the Chargor, even if it has not been duly executed by the Security Trustee or has been executed by the Security Trustee but not as a deed

NOW THEREFORE IT IS HEREBY AGREED as follows

1 INTERPRETATION

1.1 Definitions

In this Supplemental Mortgage

"Debenture" means the Debenture dated 17 January 2007 by the Chargor and in favour of the Security Trustee for itself and on behalf of the Finance Parties,

"Facility Letter" means the Facility Letter dated on or around the date of the Debenture between the Chargor as borrower and Barclays Bank PLC as Lender,

"Mortgaged Properties" means the properties referred to in the Schedule hereto

"Transfer Deeds" means the transfer deeds of even date transferring the Mortgaged Properties made between (1) NOS5 Limited and (2) NOS 2 Limited

1 2 Interpretation

- 1.2.1 Save as provided in Clause 2 (Incorporated Provisions) or otherwise defined in this Supplemental Mortgage, capitalised terms defined in the Facility Letter and/or the Debenture shall have, unless expressly defined in this Supplemental Mortgage, the same meaning in this Supplemental Mortgage
- 1.2.2 The provisions of Clause 1.3 of the Debenture apply to this Supplemental Mortgage (including the provisions incorporated herein by Clause 2 (Incorporated Provisions)) as if expressly set out herein, *mutatis mutandis*, with each reference to the Debenture therein being deemed to be a reference to this Supplemental Mortgage
- 1.2.3 The terms of the other Finance Documents are incorporated in this Supplemental Mortgage to the extent required to ensure that any purported disposition of the Mortgaged Properties contained in this Supplemental Mortgage is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- 1.2.4 If the Security Trustee reasonably considers that an amount paid by the Chargor or any other person to a Finance Party is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Supplemental Mortgage

2 INCORPORATED PROVISIONS

For the avoidance of doubt and without prejudice to the generality of the foregoing Clauses, the provisions of the Debenture apply in relation to the Mortgaged Properties to the extent that the same apply to the Mortgaged Properties (as defined in the Debenture) and (so far as necessary to make them apply to and be enforceable in relation to the Mortgaged Properties) they shall be deemed to be incorporated into this Supplemental Mortgage, *mutatis mutandis*, as though set out in full herein with each reference therein to,

- 2.1 Debenture being deemed to be a reference to this Supplemental Mortgage, and
- 2.2 Schedule 1, Part 2 being deemed to be a reference to the Schedule to this Supplemental Mortgage

3 FIXED SECURITY

- 3.1 As security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee by way of first legal mortgage the Mortgaged Properties, together with all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings) from time to time on or forming part of the Mortgaged Properties and any proceeds of the disposal of all or any part of the Mortgaged Properties
- 3.2 As continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns and agrees to assign absolutely to the Security Trustee (subject to re-assignment on final and unconditional discharge of the Secured Liabilities) (insofar as such rights are capable of assignment) all of its rights and benefits under the Transfer Deeds

4 LAND REGISTRY

4 1 In respect of the Mortgaged Properties specified in the Schedule, the Chargor

4 1 1 shall do all things requested by the Security Trustee to facilitate the registration of this Supplemental Mortgage against any Land Registry Title comprised in the Mortgaged Properties. For that purpose the Chargor applies to the Chief Land Registrar for a restriction to be entered on each of those Titles in the following terms

"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 Supplemental Mortgage dated [] in favour of Capita Asset Services (London) Limited referred to in the Charges Register, or, if appropriate, signed on such proprietor's behalf by its conveyancer", and

4 1 2 hereby certifies that the Security created by this Supplemental Mortgage does not contravene any of the provisions of the Memorandum or Articles of Association or other constitutional documents of the Chargor, and

4 1 3 shall not permit any other person to be registered at the Land Registry as proprietor of any of the Mortgaged Properties (or of any interest in any of the Mortgaged Properties), and

4 1 4 shall not create or permit to arise any interest which falls within any of the paragraphs of Schedule 3 of the Land Registration Act 2002 or any interest preserved by the transitional provisions of Schedule 12 of the Land Registration Act 2002 to the extent and for so long as any interest is so preserved in or over any of the Mortgaged Properties

5 CONTINUATION

5 1 Except insofar as supplemented hereby, the Debenture will remain in full force and effect

5 2 References in the Debenture to "this Debenture", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Supplemental Mortgage and to this Supplemental Mortgage

5 3 This Supplemental Mortgage is supplemental to the Debenture On and from the date of this Supplemental Mortgage

5 3 1 the Supplemental Mortgage and the Debenture shall be read and construed as one document and in particular the definition of "Mortgaged Properties" in the Debenture shall include the Mortgaged Properties described in the Schedule hereto, and

5 3 2 the Chargor acknowledges that references to the "Debenture" in the Facility Letter is a reference to the Debenture as amended by this Supplemental Mortgage

6 COVENANT TO PAY

The Chargor shall pay or discharge each of the Secured Liabilities at the time and in the manner provided in the relevant Finance Document for their payment or discharge by the Borrower

7 GOVERNING LAW

This Supplemental Mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with English law

IN WITNESS WHEREOF this Supplemental Mortgage has been duly executed as a Deed on the date first above written

SCHEDULE

MORTGAGED PROPERTIES

89/91 Bank Street, Rawtenstall, Lancashire BB4 7QN registered with title number LA661248

4 The Parade, Southfields, Letchworth, SG6 4NB registered with title number HD505648

146 High St. Wiltshire SN4 6AB Wootton Bassett registered with title number WT197845

29-51 Church Street, Kelghley, West Yorkshire, BD21 5HT registered with title number WYK852340

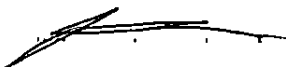
SIGNATORIES

SIGNED AND DELIVERED AS A DEED by **STEVEN FABER**

Director

duly authorised for and on behalf of

NOS 2 LIMITED



Director

In the presence of



Signature of Witness

RUPERT WALLMAN

Name of Witness

33 B. AUBERT PARK

LONDON N5 2TR

Address of Witness

PORTFOLIO MANAGER

Occupation

SIGNED

duly authorised for and on behalf of

CAPITA ASSET SERVICES (LONDON) LIMITED

Authorised Signatory

SIGNATORIES

SIGNED AND DELIVERED AS A DEED by

Director

duly authorised for and on behalf of

NOS 2 LIMITED

Director

In the presence of.

... Signature of Witness

.....Name of Witness

.

.. . . .

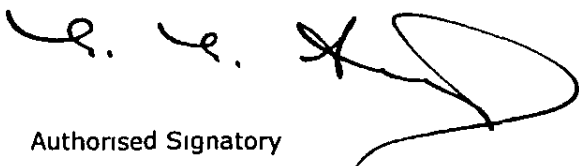
.Address of Witness

..... Occupation

SIGNED

duly authorised for and on behalf of

CAPITA ASSET SERVICES (LONDON) LIMITED

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Authorised Signatory