

485733/13
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 for a Scottish
company. To do this, please use
form MG01s

THURSDAY



A30

AUBAGYQT

27/10/2011

COMPANIES HOUSE

110

1

Company details

Company number 0 5 9 0 3 8 2 0

Company name in full Lycamobile UK Limited
(the "Tenant")

6

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

Date of creation of charge

Date of creation d1 d8 m1 m0 y2 y0 y1 y1

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

A rent deposit deed dated 18 October 2011 (the "Rent Deposit Deed") and made between
Walbrook Securities I Limited and Walbrook Securities II Limited (the "Landlord") (1) and the
Tenant (2)

4

Amount secured

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

Amount secured

- (a) any rent or other sums due from the Tenant under a lease of
Fifth Floor Walbrook Building, 195 Marsh Wall, Isle of Dogs in
the London Borough of Tower Hamlets (the "Property") dated
18 October 2011 and made between the Landlord (1) and the
Tenant (1) (the "Lease") whether or not reserved as rent and
whether or not formally demanded,
- (b) all losses suffered and costs and expenses incurred by the
Landlord because of any failure by the Tenant to comply with
all its present and future obligations under the Lease (the
"Obligations") or because of the forfeiture or disclaimer of the
Lease including, without limitation, those mentioned in
paragraphs (c) to (l) below,

[please see continuation page]

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 Walbrook Securities I Limited

Address 31 Gresham Street

London

Postcode E C 2 V 7 Q A

Name Walbrook Securities II Limited

Address 31 Gresham Street

London

Postcode E C 2 V 7 Q A

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 All sums of money which may now or in the future be deposited in the Account and all interest accruing to the Account (the "Deposit Fund")

Note

The Tenant agreed in the Rent Deposit Deed that neither the benefit of the Rent Deposit Deed nor any of the Tenant's rights under it may be assigned by the Tenant without the prior written consent of the Landlord

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

Nil

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 SJ Berwin 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 S12103 405\laet

Company name
SJ Berwin LLP

Address 10 Queen Street Place

Post town London

County/Region Greater London

Postcode E C 4 R 1 B E

Country United Kingdom

DX DX 255 LONDON/CHANCERY LANE

Telephone +44 (0)20 7111 2222

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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(c) all costs and expenses incurred by the Landlord in making good any failure by the Tenant to comply with the Obligations and all damages or other compensation payable to the Landlord because of any failure by the Tenant to comply with the Obligations or all the present and future obligations of the Tenant under the Authorised Guarantee Agreement (i.e. a guarantee agreement (in such form as the Landlord reasonably requires) by an assignor of the Lease guaranteeing to the Landlord the observance and performance by the assignee to whom the assignor is assigning the Lease),</p> <p>(d) all properly incurred legal costs and expenses and all surveyors' fees and expenses (in each case on a full indemnity basis) incurred by the Landlord in obtaining and enforcing judgment for forfeiture and damages or either of them and an order for possession,</p> <p>(e) arrears of rent up to the date of forfeiture or disclaimer,</p> <p>(f) mesne profits for the period from the date of forfeiture or disclaimer until possession is obtained,</p> <p>(g) a sum equal to rent at an annual rate equal to that payable by the Tenant under the Lease immediately before the date of forfeiture or disclaimer from the date on which possession is obtained to the earlier of the date on which the Property is re-let and the end of a period of six months,</p> <p>(h) proper agents' fees and expenses in connection with the re-letting of the Property,</p> <p>(i) legal costs and expenses in connection with the re-letting or attempted re-letting of the Property to the extent that they are not paid by the new tenant,</p> <p>(j) all legal costs and expenses and surveyors' fees and expenses (in each case on a full indemnity basis) in perfecting or operating the trust constituted by this deed,</p> <p>(k) any Value Added Tax (as defined in the Value Added Tax Act 1994) ("VAT") chargeable in respect of any of the liabilities mentioned in these paragraphs (a) to (n) or any supply for VAT purposes under the Rent Deposit Deed to the extent that the same is not recoverable by the Landlord,</p> <p>(l) all present and future liabilities of the Tenant in respect of the Lease under the Value Added Tax Act 1994,</p> <p>(m) all proper expenses incurred by the Landlord in maintaining an interest-bearing bank account opened at a bank which is a corporate member of CHAPS Clearing Company Limited in the name of the Landlord or any other account in which for the time being all sums of money which may now or in the future be deposited and all interest accruing on such sums are held (the "Account"),</p> <p>(n) interest at 4 per cent per annum above the base rate of National Westminster Bank Plc for the time being and from time to time prevailing or such other comparable rate of a London clearing bank as the Landlord may reasonably designate if the base rate shall cease to be published, to be applied and compounded quarterly on every amount falling within any of these paragraphs (a) to (n) from the due date until the date of payment</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5903820
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 18
OCTOBER 2011 AND CREATED BY LYCAMOBILE UK LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO WALBROOK SECURITIES I LIMITED AND
WALBROOK SECURITIES II LIMITED 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 27
OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER
2011

D+



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES