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In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01**Particulars of a charge****IRIS Laserform****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 1

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 the form is 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
scanned and placed on the public record



A333ZFK2

A28

06/03/2014

#65

COMPANIES HOUSE

THURSDAY

1**Company details**

Company number 0 6 1 8 8 9 8 3

Company name in full NOS 6 Limited

66

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**Charge creation date**

Charge creation date 2 6 10 12 20 14

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 HSBC Corporate Trustee Company (UK) Limited (Security Agent)

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

MR01

Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

The property known as 18 Highgate, Kendal, LA9 4SX registered at the Land Registry with title number CU74475

5

Fixed charge or fixed security

Does the instrument include a fixed 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 company?

☐ Yes

7

Negative Pledge

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

☐ Yes

☒ No

CHFP025

04/13 Version 1.0

MR01

Particulars of a charge

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *Adrian Goddard LLP* X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name CHANRA/15421-1203

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region Greater Manchester

Postcode M 2 3 A B

Country United Kingdom

DX 14301 Manchester

Telephone 0161 934 6000



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 Linnenhall, 32-38 Linnenhall 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: 6188983

Charge code. 0618 8983 0066

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th February 2014 and created by NOS 6 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2014

Df

Given at Companies House, Cardiff on 11th March 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SUPPLEMENTAL MORTGAGE DEED re NOS 4 Finance Parties

dated 26 FEBRUARY 2014

created by

NOS 6 LIMITED as Chargor

in favour of

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as Security Agent

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

Addleshaw Goddard LLP

DATE 05/03/14
ADDLESHAW GODDARD LLP

This Deed is made on 26 FEBRUARY 2014

Between

- (1) **NOS 6 LIMITED** (No 6188983) whose registered office is at Internos Global, 65 Grosvenor Street, London, England W1K 3JH (the **Chargor**), and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (the **Security Agent**, which expression includes its successors and assigns, as security for the benefit of the Finance Parties)

Background

- (A) Pursuant to the Fixed and Floating Security Document, the Chargor charged by way of first legal mortgage, charged by way of first fixed charges, charged by way of first floating charge and assigned certain of its assets as security for the Liabilities
- (B) In accordance with the terms of the Facility Agreement, the Chargor has acquired a further property and the Chargor has agreed to enter into this Deed.
- (C) The Security Agent and the Chargor intend this document to take effect as a deed (even though the Security Agent may only execute it under hand)

It is agreed

1 Interpretation

1.1 Definitions

In this Deed, unless a contrary indication appears, terms used in the Fixed and Floating Security Document dated 16 July 2013 between the Chargor and HSBC Corporate Trustee Company (UK) Limited (as security agent) (the **Fixed and Floating Security Document**) have the same meaning and construction and **Mortgaged Property** means the Real Property specified in the schedule hereto (The Property).

1.2 Construction

The provisions in Clause 1.2 (Construction) of the Facility Agreement apply to this Deed with all necessary changes

1.3 Third Party Rights

A person who is not Party under the Contracts (Rights of Third Parties Act) 1999 to enforce or to enjoy the benefit of any term, of this Deed.

1.4 Incorporation of provisions

Clauses 5.3 (Further Assurance), 14 (Enforcement), 15 (Appointment and Rights of Receivers), 19 (Power of Attorney), 22 (Saving provisions), 23 (Discharge of

Security), 24 2 (Value added tax) and 31 (Governing Law) of the Fixed and Floating Security Document are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, and all references to the Fixed and Floating Security Document in those Clauses are deemed as references to this Deed

1 5 Miscellaneous

A reference in this Deed to a Charge of any Real Property includes:

- (a) all buildings and fixtures on that property,
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the charge in respect of the property or any monies payable in respect of those covenants.

1 6 Supplemental

This Deed is supplemental to the Fixed and Floating Security Document

2 Fixed Charges

2.1 Fixed charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent by way of first legal mortgage, the Mortgaged Property.

2 2 Confirmation

The Chargor confirms that as security for the payment of all Liabilities:

- (a) it has charged to the Security Agent by way of first fixed charge the assets relating to the Mortgaged Property specified in Clause 3 1(b) (Creation of fixed Charges) of the Fixed and Floating Security Document; and
- (b) it has charged to the Security Agent the assets relating to the Mortgaged Property referred to in Clause 3.2 (Assignments) of the Fixed and Floating Security Document.

2 3 Notice of assignment

The Chargor shall give notice of the assignments in Clause 3 2 (Assignments) of the Fixed and Floating Security Document to the extent that they relate to the Mortgaged Property.

- (a) on the date of this Deed, substantially in the form set out in schedule 5 (Form of Notice of Assignment of Insurances) and schedule 6 (Form of Notice of Assignment of Assigned Contracts) to the Fixed and Floating Security Document, and
- (b) following the occurrence of a Default which is continuing, substantially in the form set out in schedule 3 (Form of Notice of Assignment to tenants of Occupational Leases)

and, in each case, shall use its best endeavours to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement requested under that notice

3 Land Registry

In respect of the Mortgaged Property specified in the Schedule 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 HSBC Corporate Trustee Company (UK) Limited referred to in the Charges Register, or, if appropriate, signed on such proprietor's behalf by its secretary and conveyancer"

4. Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signature on the counterparts were on a single copy of this Deed.

5 Governing Law

This Deed is governed by English law

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

CHARGOR

Executed as a deed by

NOS 6 Limited

acting by one director in the presence of a
witness.

)
)
)
)

Director

Witness signature

Name

MICHAEL MCKENNA

Address

CMS Cameron McKenna LLP

Mitre House

160 Aldersgate Street

Occupation

SOLICITOR

London EC1A 4DD

Address.

c/o Internos Global Investors Limited

65 Grosvenor Street

London W1K 3JH

Fax No +44 (0)20 7355 8801

Attention. Steve Faber

CHARGE

Executed as a deed by)
HSBC Corporate Trustee Company)
(UK) Limited acting by a director or duly)
authorised attorney in the presence of)
) Director/Attorney

Witness

Signature

Name

Address ,

Address
8 Canada Square
London
E14 5HQ

Fax No +44 (0) 20 7991 4350

Attention. CTLA Trustee Services
Administration