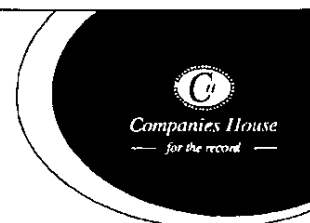


645093 / 52.

In accordance with
Section 860 of the
Companies Act 2006

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.

Please return
via
CH London Counter

☒ **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
company. To do this, please use
form MG01s

TUESDAY



LD4 *L1EBK3W1*

31/07/2012 #17

COMPANIES HOUSE

For official use

1 Company details

Company number 0 7 6 3 1 8 9 9

Company name in full BLME (UK) GP Limited (the **Chargor**) acting as general partner of
BLME Light Industrial Building LP

2 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 d2 d4 m 0 m 7 y 2 y 0 y 1 y 2

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 Debenture (the **Debenture**)

4 Amount secured

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

Amount secured

- All monies obligations and all liabilities, which the Chargor has covenanted with the Secured Party to pay on demand, due on or after the date of the Debenture, owing or incurred by any Obligor to the Secured Party when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, denominated in sterling or in any other currency, or incurred on any Secured Party account or in any other manner whatsoever, together with commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Secured Party in relation to any such monies or liabilities or generally in respect of the Chargor,
- All Delay Payments on overdue amounts from the due date up to the date of actual payment (both before and after judgment),
(together the **Secured Liabilities**)

For terms not defined see MG01 Continuation Sheet

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 LIBF Funding PCC (the **Secured Party**), transacting on behalf of

Address its protected cell LIBF Funding Cell One PC

Templar House, Don Road, St Helier, Jersey

Postcode J E 1 2 T R

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

See the MG01 Continuation Sheet attached

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>NIL</p>	
8	Delivery of instrument	
	<p>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 870)</p> <p>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 866) 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)</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>SNR Denton UK LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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
MPL/JRC/33705 00034/9424763

Company name
SNR Denton UK LLP

Address
One Fleet Place

Post town
London

County/Region
Greater London

Postcode
E C 4 M 7 W S

Country
England

DX
DX 242

Telephone
+44 (0)20 7246 7093



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	<p>1 Charges</p> <p>1.1 Fixed charge</p> <p>The Chargor charged to the Secured Party, as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, existing on or after the date of the Debenture</p> <p>(a) by way of fixed charge</p> <ul style="list-style-type: none"> (i) the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled, (ii) all Equipment, (iii) its rights under the appointment of any managing agent of any of the Properties, (iv) all its rights, title and interest in the Insurances, (v) its Investments together with all Related Rights, (vi) all its Intellectual Property, (vii) all of its book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security, Collateral Instruments and other rights relating to any of the foregoing, (viii) all its goodwill and uncalled capital, (ix) the benefit of all Authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and (x) if and in so far as any assignment in clause 3.2 (Assignment) shall for any reason be ineffective as an assignment, the assets referred to in that clause <p>1.2 Assignment</p> <p>1.2.1 The Chargor assigned to the Secured Party absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to</p> <p>(a) the Rental Income and all the Chargor's other rights, title and interest under each Occupational Lease, and</p>	

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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	<p>(b) all rights under the Contracts</p> <p>1 2 2 On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Secured Party will, at the request and cost of the Chargor, reassign the Charged Assets referred to in clause 3 2 to the Chargor or as it may direct</p> <p>1 2 3 Until such time as a Termination Event occurs but subject to clause 4 4, the Chargor may continue to deal with the counterparties to all contracts</p> <p>1.3 Floating charge</p> <p>The Chargor charged to the Secured Party as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever existing on or after the date of the Debenture, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3 1 (Fixed charge) or assigned pursuant to clause 3 2 (Assignment) or any other interest in land which is not a Property</p> <p>1 4 Nature of Security created</p> <p>The Security created under this Debenture was created</p> <p>(a) as a continuing security to secure the payment and discharge of the Secured Liabilities,</p> <p>(b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the Chargor (save for any property which is not a Property) and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them</p> <p>(c) in favour of the Secured Party, and</p> <p>(d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)</p> <p>2 Negative Pledge</p> <p>The Chargor shall not create or permit to subsist any Security over any of the Properties, other than any Permitted Security</p>	

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	<p>3 Definitions</p> <p>Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>Charged Assets means all the undertaking, property and assets of the Chargor described in clause 3 1 (Fixed charge), clause 3 2 (Assignment) and clause 3 3 (Floating charge) including any part thereof and any interest therein</p> <p>Collateral Instruments means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person</p> <p>Contracts means all deeds and agreements to which the Chargor is a party and which are not mortgaged, charged by way of fixed charge or assigned under any of clause 3</p> <p>Delay Payment means the payment amount payable by the Purchaser to the Seller in accordance with clause 12 5 of the Murabaha Facility Agreement (Late Payments)</p> <p>Equipment means all plant, machinery and equipment owned by the Chargor and its interest in all plant, machinery and equipment in its possession</p> <p>General Partner means BLME (UK) GP Limited, a company incorporated in England and Wales with registered number 07631899 and whose registered address is Sherborne House, 119 Cannon Street, London EC4N 5AT</p> <p>Insurances means each buildings insurance policy taken out in respect of each of the Properties or any subsequent or other policy or contract of insurance entered into relating to each of the Properties</p> <p>Intellectual Property means</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of the Chargor <p>Investments means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee</p> <p>Limited Partner means LIBF (II) S à r l , a company incorporated in the Grand Duchy of Luxembourg registered with the Luxembourg Trade and Companies Register under number B162013 and whose registered address is 2, rue d'Alsace, L-1122, Luxembourg</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="352 394 1050 427">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="371 454 1495 539">Murabaha Facility Agreement means a murabaha facility agreement between LIBF Funding PCC, transacting in respect of its protected cell the Secured Party (as seller) and the Chargor (as purchaser)</p> <p data-bbox="371 573 1495 629">Obligors means the Chargor, the General Partner, the Limited Partner and BLME Nominees LIBF Limited and Obligor means any of them</p> <p data-bbox="371 663 1495 719">Occupational Lease means any agreement for lease or for licence or any occupational lease or licence to which any of the Properties may be subject from time to time</p> <p data-bbox="371 752 699 779">Permitted Security means</p> <ul data-bbox="472 813 1495 1335" style="list-style-type: none"> (a) any Security granted in favour of the Secured Party, (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor, (c) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances, (d) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor, or (e) any Security permitted by the Secured Party in writing <p data-bbox="371 1402 692 1429">Properties means each of</p> <ul data-bbox="472 1462 1495 1783" style="list-style-type: none"> (a) the freehold property known as 2200-2710 Kettering Venture Park as is registered in the name of the General Partner and BLME Nominees LIBF Limited with title number NN195445, (b) the freehold property known as Interserve House, 8/10 Airland Way, Christchurch as is registered in the name of General Partner and BLME Nominees LIBF Limited with title number DT296282, and (c) the freehold property known as Unit 4, Kingsland Point, Kingsland Grange, Warrington as is registered in the name of General Partner and BLME Nominees LIBF Limited with title number CH304786, <p data-bbox="472 1816 916 1843">and Property shall mean any of them</p> <p data-bbox="371 1877 743 1904">Purchaser means the Chargor</p> <p data-bbox="371 1937 991 1964">Related Rights means in respect of any Investment</p> <ul data-bbox="472 1998 1495 2049" style="list-style-type: none"> (a) all moneys paid or payable in respect of that Investment (whether as income, capital or otherwise),

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	<p>(b) all shares, investments or other assets derived from that Investment, and</p> <p>(c) all rights derived from or incidental to that Investment</p> <p>Rental Income means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property</p> <p>Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Seller means the Secured Party</p> <p>Termination Event means any event specified in clause 9 of the Murabaha Facility Agreement (Termination Events)</p> <p>4 Interpretation</p> <p>Any reference in this MG01 to a clause is a reference to a clause in the Debenture, unless otherwise stated</p>



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7631899
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 JULY 2012
AND CREATED BY BLME (UK) GP LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS
TO THE SECURED PARTY ON ANY ACCOUNT WHATSOEVER
AND ALL MONIES DUE OR TO BECOME DUE FROM THE
PURCHASER TO THE SELLER 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 31 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 AUGUST 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES