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Please complete
in typescript, or
in bold black
capitals

077574/13
LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

LLP Number

OC316466

For official use



Full Name of Limited
Liability Partnership

SPACE (1) LLP

Date of creation
of the charge

21 JULY 2006

Description of the instrument
(if any) creating or evidencing
the charge (note 2)

LEGAL CHARGE

Amount secured by the
mortgage or charge

ONE MILLION POUNDS STERLING (£1,000,000)

Signed

Herbert Smith LLP

Date

2 August 2006

On behalf of ~~XXXXXXXXXX~~ [chargee] (delete as appropriate)

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Herbert Smith LLP

DX 28 London

James Sutton, Herbert Smith LLP

D-Dial 020 7466 2492

Tel 020 7374 8000

E-mail James.sutton@herbertsmith.com



When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

Names and addresses
of the mortgagees or
persons entitled to
the charge

O&T PROPERTIES LIMITED (COMPANY NUMBER 03703586), SEYMOUR HOUSE,
WHITELEAF ROAD, HEMEL HEMPSTEAD, HERTFORDSHIRE, HP3 9DE

Short particulars of all the
property mortgaged
or charged

SEE ATTACHED CONTINUATION SHEET

Particulars as to
commission allowance
or discount (*note 3*)

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395*). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398*). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398*) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4)* applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.

** As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001*

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 1 OF 1

NAME OF CHARGOR: SPACE (1) LLP (LLP NUMBER OC316466)

1. SECURITY

1.1 The Mortgagor with full title guarantee charges by way of legal mortgage all of its interest in the Space Property and/or the proceeds of sale of the Space Property as a continuing security to the Lender for the payment and discharge of:

1.1.1 the Secured Obligation;

1.1.2 all costs, charges and expenses incurred by the Lender in relation to this Deed on a full indemnity basis; and

1.1.3 any other sum payable by the Mortgagor pursuant to this Deed.

2. NEGATIVE PLEDGE

2.1 The Mortgagor shall not without the prior written consent of the Lender:

2.1.1 create or permit to subsist or arise any mortgage, charge, lien, assignment or other security interest or any right or interest in the Space Property or any part of it;

2.1.2 sell, convey, assign, lease or transfer the Space Property or any interest in it or any part of it, or otherwise part with or dispose of the Space Property or any part of it or assign or otherwise dispose of any moneys payable to the Mortgagor in relation to the Space Property or agree to do any of the foregoing; or

2.1.3 part with or share possession of occupation of the Space Property or any part of it, or grant any tenancy or licence to occupy the Space Property or any part of it or agree to do any of the foregoing.

2.2 The Mortgagor undertakes to the Lender that during the continuance of this security the Mortgagor shall not transfer, assign or permit any further security or other interest to be created over the Telford Property.

3. DEFINITIONS

"Lender" means O & T Properties Limited (Company Number 03703586).

"Mortgagor" means Space (1) LLP (LLP Number OC316466).

"Secured Obligation" means a one million pound (£1,000,000) loan from the Lender to the Mortgagor.

"Space Property" means all the land and buildings property known as Space House, Space House Business Park, Park Royal, London NW10 as shown edged red on the plan annexed to the transfer dated 04 July 2006 made between Legal and General Assurance Society Limited (1) and Space (1) LLP (2).

"Telford Property" means all that leasehold property known as 5-7 Telford Way, Acton, London W3 registered at the Land Registry with absolute leasehold title under title number MX338484 and 18-20 Brunel Road, Acton London W3 registered with absolute leasehold title under title number MX338483.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No. OC316466

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 21st JULY 2006 AND CREATED BY SPACE (1) LLP FOR SECURING £1,000,000.00 DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO O & T PROPERTIES LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 4th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th AUGUST 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES