

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

015023/£13

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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
created by an LLP in England and
Wales or Northern Ireland

☒ **What this form is NOT for**

You cannot use this form to
particulars of a mortgage or
charge for a Scottish LLP
To do this, please use form
LL MG01s

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06/05/2011

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COMPANIES HOUSE

1	LLP details	2	For official use
LLP number	O C 3 3 5 1 4 2	<p>Filing in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>	
LLP name in full	Urbina Park Street LLP		
2	Date of creation of charge		
Date of creation	d 2 1 m 0 4 y 2 0 1 1		
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		
4	Amount secured	Continuation page	
	Please give us details of the amount secured by the mortgage or charge	Please use a continuation page if you need to enter more details	
Amount secured	<p>all moneys and liabilities now or hereafter due, owing or incurred by it to the Group Members (or any of them) when the same becomes 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, originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it, denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, 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 Group</p> <p>PLEASE SEE CONTINUATION SHEET</p>		

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Particulars of a charge created by a Limited Liability Partnership (LLP)
registered in Scotland



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Amount secured

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

Amount secured

Members (or any of them) in relation to any such moneys or liabilities or
generally in respect of the Chargor

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Mortgagee(s) or person(s) entitled to the charge

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	Santander UK Plc	
Address	Abbey National House, 2 Triton Square, Regent's Place, London	
Postcode	N W 1 3 A N	
Name		
Address		
Postcode		

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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	<p>All assets both present and future set out in detail in clause 3 of the Debenture being -</p> <p>A) by way of legal mortgage</p> <p>(1) All the property described in Schedule 1 (Properties), and (11) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now belonging to the Chargor</p> <p>B) by way of fixed charge,</p> <p>(1) to the extent that they are not the subject of an effective mortgage under clause 3 1(a) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now belonging to the Chargor</p> <p>(11) all other interests belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use the land,</p> <p>(111) the benefit of all other arrangements relating to each Property to which it is or may become a part or otherwise entitled,</p> <p>(1v) all plant, machinery and equipment owned by the Chargor and its interest in any plant, machinery and equipment in its possession,</p> <p>(v) its rights under the appointment of any managing agents of any of the Properties,</p> <p>(vi) its rights, title and interest in the Insurances,</p> <p>(vii) its Investments together with all Related Rights,</p> <p>please see continuation sheet</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

viii) all its Intellectual Property;

(ix) the amount from time to time standing to the credit of any Account,

(x) 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,

(xi) all of its goodwill and uncalled capital,

(xii) the benefit of all Authorisations held in connection with its business of 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

(xiii) 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

The Chargor assigns to the Lender 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:

(a) the Rental Income and all the Chargor's other rights, title and interest under each Occupational Lease, and

(b) any Hedging Agreement

On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities the Lender will, at the request and cost of the Chargor, reassign the Charged Assets referred to in this clause 3.2 to the Chargor or as it may direct

The Chargor charges to the Lender 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 both present and future, 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)

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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

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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. 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.

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. 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 property situated in another part of UK.

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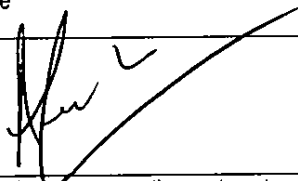
Signature

Please sign the form here

Signature

Signature

X



X

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

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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

Company name

Metcalfes

Address

46-48 Queen Square

Bristol

Post town

County/Region

Postcode

BS1 4LY

Country

DX DX 7835 Bristol 1

Telephone

0117 929 0451



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP 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 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 LLPs registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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 NR 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC335142
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 APRIL 2011
AND CREATED BY URBINA PARK STREET LLP FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED
LIABILITY PARTNERSHIP TO THE GROUP MEMBERS (OR ANY
OF THEM) ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 AS APPLIED TO THE LIMITED LIABILITY
PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006)
REGULATIONS 2009 ON THE 6 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MAY 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES