

LL MG01

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

138149/50

Oyez

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 r
particulars of a mortgage or
for a Scottish LLP
To do this, please use form
LL MG01s

FRIDAY



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AN7QCTBA

15/04/2011

138

COMPANIES HOUSE

1

LLP details

LLP number

0 C 3 4 7 0 4 4

LLP name in full

Newbloom 18 LLP ("the Chargor")

2

Filling 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

0 6 0 4 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

Legal Charge between the Chargor and Santander UK Plc as security trustee
for itself and each of its subsidiaries (the "Lender")

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Amount secured

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

Amount secured

The Secured Liabilities

Note. All capitalised terms in this Form MG01 have
the meaning given to them in the continuation
sheet(s)

Continuation page

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

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5 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	298 Deansgate		
	Manchester		
Postcode	M	3 4 H H	
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			
<p>The Chargor charges to the Lender as a continuing security for the payment and discharge of the Secured Liabilities the following assets both present and future -</p> <p>1. By way of legal mortgage each of the Properties</p> <p>2 By way of fixed charge</p> <p>a) the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled,</p> <p>b) its rights under the appointment of any managing agent of any of the Properties,</p> <p>c) all its rights title and interest in the Insurances,</p> <p>d) the benefit of all Authorisations held in connection with the use of any Charged Assets or any business operated on or from any Property 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</p> <p>e) if and insofar as any assignment in clause 3.2 of the Charge as described in paragraph 3 below shall for any reason be ineffective as an assignment, the assets referred to in that paragraph.</p> <p>3 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 the Rental Income and all the Chargor's other rights title and interest under each Occupational Lease.</p> <p>(See Continuation Page 1)</p>			

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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

N11

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. 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 *Robert Kennedy*

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
Steve Clinning (SC4/023169.00546)

Company name
Howard Kennedy

Address
19 Cavendish Square

London

Post town

County/Region

Postcode
W 1 A 2 A W

Country

DX
DX 42748 Oxford Circus North

Telephone
020 7636 1616



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 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

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5 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

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

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Name

Address

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Name

Address

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Name

Address

Postcode

Name

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LL MG01 - continuation page

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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	<p>Note</p> <ol style="list-style-type: none"> 1. The charges and assignments rank as first charges and assignments and are given with full title guarantee. 2 The Chargor has agreed to execute further assurances. 3 The Chargor has appointed the Lender its attorney to execute and complete any documents or instruments which the Lender may require for protecting its title to the Charged Assets. 4. The Chargor has agreed not to create or permit to subsist assist any Security over any of the Charged Assets other than permitted security <p>In this Form MG01 the following expressions have the following meanings.</p> <p>Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing or registration.</p> <p>Charged Assets means all the undertaking, property and assets of the Chargor described in clauses 3.1 and 3.2 of the Charge and as described in paragraphs 1, 2 and 3 of this form including any part thereof and any interest therein.</p> <p>Default Rate means the highest rate of interest referred to in the Finance Documents.</p> <p>Finance Documents means the documents governing the terms of the Secured Liabilities.</p> <p>Insurances means all contracts or policies of insurance relating to the Charged Assets in which the Chargor has an interest</p> <p>Occupational Lease means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor.</p> <p>Permitted Security means:</p> <ol style="list-style-type: none"> (a) any Security granted in favour of the Lender (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 or (c) any Security permitted by the Lender in writing <p>Properties means the assets of the Chargor described in schedule 1 to the Charge namely the freehold property known as Dundoran, Vyner Road South, Prenton, CH43 7DW as registered at Land Registry with title number MS118692 together in all cases with all buildings, fixtures and</p> <p>(See Continuation Page 2)</p>

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Address

Postcode

Name

Address

Postcode

LL MG01 - continuation page

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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

fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights pertinent to or benefiting any such property (each a Property)

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.

Secured Liabilities means all monies obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 of the Charge, namely:-

1 All monies and liabilities now or hereafter due or owing or incurred by the Chargor to the Lender, whether express or implied; present, future or contingent; joint or several, incurred as principal or surety; originally owed to the Lender or purchased or otherwise acquired by it, denominated in sterling or in any other currency, incurred on any bank account or in any another manner whatsoever, together with interest (both before and after judgment) 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 Lender in relation to any such monies or liabilities or generally in respect of the Chargor.

2 If the Chargor fails to pay any amount payable by it on its due date interest shall accrue on the overdue amount from the due date up to the date of actual payment first (both before and after judgment) at the Default Rate. Such interest (if unpaid) shall be compounded monthly

Security means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.



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. OC347044
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 6 APRIL
2011 AND CREATED BY NEWBLOOM 18 LLP FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED
LIABILITY PARTNERSHIP TO SANTANDER UK PLC ON ANY
ACCOUNT WHATSOEVER 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 AS APPLIED TO THE
LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF
COMPANIES ACT 2006) REGULATIONS 2009 ON THE 15 APRIL
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2011

