

LL MG01

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



IRIS
LASERFORM

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

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

MONDAY



LD7

"L5Y1UVQ4"

11/07/2011

16

COMPANIES HOUSE

1

LLP details

LLP number

0 C 3 5 5 3 9 7

LLP name in full

Leighton Palace Gate LLP (the "Chargor")

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

Date of creation of charge

Date of creation

d0 d1 m0 m7 y2 y0 y1 y1

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 "Deed")

4

Amount secured

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

Amount secured

All monies, obligations and liabilities which shall from time to time
(and whether on or at any time after any demand or judgment) be
due, owing or incurred from the Chargor to the Lender and/or the
Hedging Counterparty under the Finance Documents whether
actually or contingently and whether solely or jointly with any other
person and in whatever style or name and whether as principal or
surety.

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 Barclays Bank PLC (the "Lender")

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

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

- 1 By way of legal mortgage (a) the Property, and (b) any other freehold or leasehold property now vested in the Chargor.
2. By way of fixed charge each of the following including all rights of enforcement of the same
 - (a) the Chargor's interest in any freehold or leasehold property acquired after the date of this Deed,
 - (b) the Chargor's interest in the Relevant Contracts;
 - (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of the Property and all guarantees and warranties in respect of any of them;
 - (d) all easements, licences and other rights relating to the Property in which the Chargor has an interest,
 - (e) the Accounts and any other accounts of the Chargor,
 - (f) the Investments;
 - (g) if applicable the Chargor's uncalled capital, and
 - (h) the Chargor's goodwill.
3. By way of security assignment, each of the following including all rights of enforcement of the same
 - (a) any rental income derived from the Property,
 - (b) the proceeds (including deposits) derived from the disposal of the whole or any part of the Property or any Unit,
 - (c) all book debts and other debts and all other monies due and owing to the Chargor,
 - (d) all monies standing to the credit of the Accounts and any other accounts of the Chargor,
 - (e) the monies payable to the Chargor under any insurances relating to the Property,
 - (f) the benefit of the copyright and similar rights vested in the Chargor in connection with the Property,
 - (g) all causes of action and other rights and remedies in which the Chargor has an interest,
 - (h) all monies payable to the Chargor under any Hedging Arrangement,
 - (i) the benefit of any monies paid or payable to the Chargor by way of compensation, endowment, gift, grant or otherwise, and
 - (j) the Chargor's interest in any VAT recoveries.
4. By way of floating charge all the Chargor's assets, property and undertaking both present and future

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7 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

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.

9 Signature

Please sign the form here

Signature

Signature

X *Barwin Leighton Reiner LLP* 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 Christopher Spencer (27690 59)

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

NOTES:

1. The Deed provides that the charges created under the Deed expressed to be.
 - (a) fixed charges, shall only apply to the extent that they create fixed security, and
 - (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Deed
2. The Deed contains a provision that whilst a Default is continuing:
 - (a) the Lender may convert any floating charge created by the Deed into a fixed charge, and
 - (b) the Chargor shall, on request of the Lender, procure an absolute assignment of the Relevant Contracts
3. The Deed contains a provision that the Chargor shall execute and do at its own cost and in such form as is reasonably required by the Lender:
 - (a) such further additional mortgages, charges, assignments, transfers and conveyances, and
 - (b) such assurances, deeds, documents, acts and things,
 as the Lender may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed.
4. The Deed contains a provision that if the Lender so requests, the Chargor shall
 - (a) serve a notice of assignment in respect of any Charged Asset and use its reasonable endeavours to procure receipt of that notice, and
 - (b) affix or indorse (as appropriate) a notice of the security intended by this Deed on any Charged Asset,
 in both cases in the form set out in the Deed.
- 5 The Deed contains a provision whereby the Chargor authorises the Lender to make an application to the Land Registry on Form RX1 (or such other form as may be prescribed from time to time) to enter a restriction against dispositions of the relevant registered estate
- 6 The Deed contains a provision that the Lender must perform its obligations under the Facility Agreement (including any obligation to make further advances)
7. The Deed contains or incorporates the following definitions:

"Accounts" means the Development Account, the Sales Proceeds Account, the Cost and Interest Overrun Account (all as defined in the Facility Agreement) and such other accounts maintained by the Chargor under the Finance Documents

"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Deed and the subject matter of each of them

"Collateral Warranty" means a collateral warranty in such form as the Lender may approve

"Default" means any Event of Default or event or circumstance specified in Clause 25 of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Development" means

- (a) (unless paragraph (b) below applies): the development of the Property as 5 residential units (comprising 2 duplex apartments, 2 lateral apartments and 1 penthouse apartment) with a net internal area of approximately 13,347 square feet; and
- (b) if the Planning Variation has not been granted to the satisfaction of the Lender (in its absolute discretion) by the Variation Test Date (as those terms are defined in the Facility Agreement) then (unless the Lender otherwise agrees in writing): the development of the Property as 6 residential units (comprising 1 ground and lower ground floor duplex apartment, 1 lower ground floor apartment, 1 ground floor apartment, 1 lateral first floor apartment, 1 lateral second floor apartment and 1 third floor penthouse apartment) with a net internal area of approximately 13,347 square feet

"Development Documents" means together the. (a) Construction Management Contract, (b) Professional Contracts, (c) any trade contracts between the Chargor and trade contractors appointed in respect of the Development, and (d) any Collateral Warranties in which the Chargor has an interest

"Event of Default" means any event or circumstance specified in Clause 25 of the Facility Agreement (whether or not declared)

"Facility Agreement" means a facility agreement dated 1 July 2011 and made between the Chargor (1) and Barclays Bank PLC (2) and any agreement entered into under or supplemental to it or amending, restating or novating it

"Finance Document" means the Facility Agreement, and also each Security Document, the Subordination Deed, the Collateral Warranties in favour of the Lender, the Hedging Arrangement, each Utilisation Request (all as defined in the Facility Agreement), and any other document so designated in writing by both the Chargor and the Lender

"Hedging Arrangement" means any currency swap or interest rate hedging arrangement entered into by the Chargor in relation to interest payments under the Facility Agreement

"Hedging Counterparty" means the counterparty to the Hedging Arrangement other than the Chargor but only where that Hedging Counterparty is the same party as the Lender or is an Affiliate (as defined in the Facility Agreement) of the Lender

"Investments" means the existing or future interest of the relevant person in (a) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity, and (b) any warrant or other right to acquire any such investment, in each case, including any income, offer, right or benefit in respect of any such investment.

"Occupational Lease" means any lease and/or agreement for lease and/or licence or other right of occupation or right to receive rent to which the Property may at any time be subject now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them

"Professional Contracts" means each and all of the contracts in which the Chargor has any benefit now or in future with architects, surveyors, quantity surveyors, mechanical and electrical consultants, structural or other engineers or other professional advisers in respect of the Property and/or the Development, including the engagements with the Professional Team (as defined in the Facility Agreement) and all bonds or guarantees relating to the performance of all or any of those contracts.

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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>"Property" means the property details of which are set out in the Schedule below including all (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future, (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and (c) easements, access-rights, rights of way, wayleaves and rights attaching to it.</p> <p>"Relevant Contracts" means each and all of. (a) the Development Documents as and when entered into; (b) each contract in respect of any disposal of any Charged Asset, (c) each Occupational Lease, (d) any managing agent's agreement, and (e) all other agreements, in which the Chargor has an interest, (f) in each case, including any guarantees or sureties entered into in respect of them</p> <p>"Units" means each and all of the residential units comprised in the Development.</p> <p>"VAT" means value added tax or any similar or substitute tax.</p> <p style="text-align: center;">Schedule</p> <p>Freehold land known as 6 Palace Gate, London W8 registered at the Land Registry with Title Absolute under title number 320415</p>	



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. OC355397
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 JULY 2011
AND CREATED BY LEIGHTON PALACE GATE LLP FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
LIMITED LIABILITY PARTNERSHIP TO BARCLAYS BANK PLC
AND/OR THE HEDGING COUNTERPARTY 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 11 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JULY 2011

