

LL MG01

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



643960/39

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
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

FRIDAY



LD2 *L4G5EXSD* 32
COMPANIES HOUSE

1 LLP details		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 *
LLP number	O C 3 1 3 4 9 8	
LLP name in full	Imagine No 3 LLP (the Partnership)	
2 Date of creation of charge		
Date of creation	d2 d2 m0 m9 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	Charge over Cash Deposit and Account (the Charge)	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	The full amount of all moneys, liabilities and other obligations in any currency or currencies on or after the date of the Charge due, owing, incurred or payable, or expressed or intended to be due, owing, incurred or payable, to the Bank by the Members under the Loan Agreements and by the Partnership under the Charge, whether those liabilities or obligations are actual or contingent, present or future, joint or several, whether incurred as principal debtor or as surety, whether or not subject to the giving of any notice, and in any style, name or form including, without limitation, all interest (after as well as before judgment)(the Secured Sums)	
Note Capitalised terms not defined on this page are defined in the Continuation Sheet attached		
		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	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Santander Asset Finance plc (the Bank)	
Address	Carlton Park, Narborough, Leicester	
Postcode	L E 1 9 0 A L	
Name		
Address		
Postcode		

6	Short particulars of all the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	See the LL MG01 Continuation Sheet attached	

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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 <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, 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	NIL	
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 <div style="display: flex; justify-content: space-between; align-items: center;"><div>X</div><div>SNR DENTON UK LLP</div><div>X</div></div> 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

Sarah Dyke/56471 00119

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

020 7320 5457



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 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

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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>1 Charge</p> <p>The Partnership with full title guarantee and as a continuing security for the payment and discharge of the Secured Sums charged in favour of the Bank by way of first fixed charge the Deposit and the debts represented by the Deposit</p> <p>2 Negative pledge</p> <p>The Partnership undertook not to assign, transfer or otherwise dispose of the Deposit or any of the other Collateral nor to create or permit to subsist any Security Interest thereon, except for the charge or assignment created</p> <p>The Partnership undertook that there shall be, and warranted that there had been, no other charges or security interests created by the Partnership over the benefit of the Deposit without the prior written consent of the Bank</p> <p>3 Additional security</p> <p>Security created by the Charge is in addition to, and without prejudice to, any other security, guarantee or indemnity which the Bank may on or after the date of the Charge have or take The rights and remedies provided in the Charge are cumulative and not exclusive of any rights or remedies provided by law</p> <p>4 Definitions</p> <p>In this Form LL MG01</p> <p>Account Bank means Santander UK plc of 17 Ulster Terrace, Regent's Park, London NW1 4PJ2</p> <p>Collateral means the property from time to time charged or expressed to be charged pursuant to Clause 1 of the Charge or any part thereof</p> <p>Dedicated Account means account number 04459148, sort code 72-00-00 opened in the name of the Partnership with the Account Bank and all rights of the Partnership in relation thereto</p> <p>Deposit means all monies or, as appropriate, any part thereof from time to time (whether actually or contingently) standing to the credit of the Dedicated Account or sub-account (as the same may be redesignated or rearranged) together with all entitlements to interest, the right to repayment and other rights and benefits accruing thereto or arising in connection therewith</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	<p>Loan Agreements means the loan agreements entered into between the Bank and the Members set out in Schedule 1, Part 2 of the Charge and the loan agreements to be entered into between the Bank and any Members from time to time</p> <p>Members means the members of the Partnership set out in Schedule 1, Part 1 of the Charge or such other members of the Partnership from time to time</p> <p>Security Interest means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right (including any "hold back" or flawed asset arrangement) conferring a priority of payment</p>	



FILE COPY

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. OC313498
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT
AND ACCOUNT DATED 22 SEPTEMBER 2011 AND CREATED BY
IMAGINE NO.3 LLP FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE MEMBERS AND THE PARTNERSHIP
TO SANTANDER ASSET FINANCE 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 23 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES