

251584/26

In accordance with
Section 860 of the
Companies Act 2006 as
applied by The Limited
Liability Partnerships
(Application of Companies
Act 2006) Regulations 2009

LL MG01

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



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

THURSDAY



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ANR13KJV

03/06/2010

471

COMPANIES HOUSE

1 LLP details

LLP number

LLP name in full ☒ North Harbour Properties LLP

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 ☒

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

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

Amount secured

All money and liabilities whatever, whenever and howsoever
incurred by the Limited Liability Partnership whether now or in the
future

Continuation page

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

LL MG01

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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	✓	HSBC BANK PLC
Address		8 CANADA SQUARE
		CITY OF LONDON
Postcode		E 1 4 5 H Q
Name		
Address		
Postcode		

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

6		Short particulars of all the property mortgaged or charged
		Please give the short particulars of the property mortgaged or charged
Short particulars		<p>Legal Mortgage on all freehold (including commonhold) and leasehold land now vested in the Limited Liability Partnership together with all building fixtures fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the First Schedule to the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture, and First Fixed Charge on the chattels (including all additions and improvements to and replacement of them from time to time) securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture and First Fixed Charge on -</p> <p>(i) All the present and future right, title and interest of the Limited Liability Partnership in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it</p> <p>(ii) All chattels now or at any time afterwards belonging to the Limited Liability Partnership. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Limited Liability Partnership or which are for the time being otherwise effectively charged by way of legal mortgage or fixed charge by this Debenture</p> <p>(iii) The benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Limited Liability Partnership</p> <p>(iv) All book debts and other debts and monetary claims and any rents, licences fees or other payments due from any lessee licensee or occupier of any immovable property (wherever situated) now or at any time afterwards due owing to or incurred to the Limited Liability Partnership. In addition, the full benefit of all guarantees and securities for them and all liens reservations of title and other rights enabling the Limited Liability Partnership to enforce any such debts or claims (collectively called the "debts") This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Limited Liability Partnership shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below</p> <p>(v) Any credit balance on any account of the Limited Liability Partnership with the Bank</p> <p>(vi) Any credit balance on any account of the Limited Liability Partnership with any bank (other than the Bank) or other person</p> <p>(vii) All goodwill and uncalled capital for the time being of the Limited Liability Partnership</p> <p>(viii) All stocks, shares, debentures, bonds loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Limited Liability Partnership) In addition all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Limited Liability Partnership and all dividends interest and other income and all other rights of whatsoever kind deriving from or incidental to any of these (together with any securities mentioned in the Second Schedule below collectively called the "securities")</p> <p>(ix) All letters patent, trademarks, service marks designs utility models copyrights, design rights applications for registration of any of them and the right to apply for them in any part of the world. In addition moral rights, inventions confidential information know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Limited Liability Partnership (together with any of the same mentioned in the Second Schedule below, collectively called the "intellectual property")</p> <p>(x) All policies of life insurance or assurance and all rights and claims to which the Limited Liability Partnership is now or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including without limitation, the insurances mentioned in clause 8 (a) below)</p> <p>(xi) All rights and other property to which the Limited Liability Partnership is now or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction</p> <p>(xii) The benefit of all agreements for the provision by the Limited Liability Partnership to any person or any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards entered into by the Limited Liability Partnership</p> <p>(xiii) The proceeds of sale of any property mentioned above</p> <p>Floating Charge on all the undertaking of the Limited Liability Partnership and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by this Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated</p>

Continuation page
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LL MG01

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7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <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, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	NIL	
8	Delivery of instrument	
	<p>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.</p> <p>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.</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature <i>Bard Pearce LLP.</i></p> <p>X <i>(for and on behalf of HSBC Bank plc)</i> X</p>	
	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

HSBC BANK PLC

SECURITIES PROCESSING CENTRE

Address

PO BOX 3924

Post town

SHEFFIELD

County/Region

SOUTH YORKSHIRE

Postcode

S

1

9

B

D

Country

DX

712350 SHEFFIELD 19

Telephone

08456 035 366



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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



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. OC354007
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 JUNE 2010
AND CREATED BY NORTH HARBOUR PROPERTIES LLP FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
LIMITED LIABILITY PARTNERSHIP TO HSBC BANK PLC 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 3 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JUNE 2010



Companies House
— for the record —

DP
NA



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES