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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1111

6927510

Name of company

* 1 Theobald's Court Partnerco Limited (the "Chargor")

Date of creation of the charge

8 July 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Third Party Charge on LLP Interests made between the Chargor (1), MT Investments LP (the "Borrower") acting by its general partner MT Partnership Investments (GP) LLP (the "General Partner") (2) and the Bank (3) (the "Deed")

Amount secured by the mortgage or charge

of

Please see attached schedule 1

Names and addresses of the mortgagees or persons entitled to the charge

Abbey National Treasury Services Plc
2 Triton Square, Regent's Place, London
(the "Bank")
Postcode NW1 3AN

Presentor's name address and reference (if any):

Taylor Wessing LLP
5 New Street Square
London
EC4A 3TW

Ref: URJD/UDJM/UNXJ

Time critical reference
ABB58-U9/Charge 1TCPL

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



PBLBQBJG
PC2 14/07/2009 399
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed Taylor Wessing LLP Date 13.07.09

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Definitions

"Agreement" means a loan agreement dated on or about the date of the Deed made between the Borrower (1) and the Bank (2);

"Borrower" means MT Property Investments LLP (a limited liability partnership incorporated and registered in England and Wales under number: OC346418) whose registered office is at 5 Strand, London WC2N 5AF;

"Charged Property" means the assets charged to the Bank by the Deed;

"Event of Default" has the meaning ascribed to it in the Agreement;

"Finance Documents" has the meaning ascribed to that term in the Agreement;

"Members' Agreement" means the members agreement dated 23 June 2009 relating to the membership interests in the Borrower made between LS City & West End Limited (1), 1 Theobald's Court Partnerco Limited (2) and the Borrower (3) as the same is amended, varied, restated or replaced from time to time;

"Membership Interests" means:

- (a) each Chargor's interest in the Borrower (whether arising under the Members' Agreement, the Limited Liability Partnership Act 2000 (or other law or regulation relating to limited liability partnerships) or otherwise), including all of its interest in the capital of, all of its rights to receive the profits of, and all of its rights to receive any distribution of the assets, of the Borrower; and
- (b) any stocks, shares, securities or other assets now or at any time after the date of the Deed owned by or offered to such Chargor by way of redemption, bonus, preference, option, substitution, exchange or otherwise in respect of its Membership Interest,

and any income, offer, right or benefit in respect of any its Membership Interest;

"Obligor" has the meaning ascribed to it by the Agreement;

"Security" means any mortgage, charge, assignment by way of security, pledge, lien, trust, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and lease back or sale and repurchase arrangement) having or intended to have a similar effect;

"Security Documents" means the Deed and any other document which grants security rights or rights by way of guarantee and/or indemnity or other assurance against loss in respect of any liabilities of any Chargor or the Borrower under the Finance Documents;

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and

"Value Added Tax" means value added tax or any other tax substituted for that tax or in respect of supplies, turnover or value added sales.

SCHEDULE 1

Amount secured by the mortgage or charge

All liabilities of the Borrower or any Chargor owed or expressed to be owed to the Bank whether owed jointly or severally, as principal or surety or in any other capacity including, in the case of the Borrower, anything which would have been a liability but for the fact that it is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable and any cost, loss or liability suffered by the Bank if such liability is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable

(the "Secured Liabilities").

of

SCHEDULE 2

Short particulars of all the property mortgaged or charged

1. Security

- 1.1 As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee charged to the Bank by way of fixed charge its Membership Interests.

2. Negative Covenants

Negative Pledge

- 2.1 No Chargor shall except with the prior written consent of the Bank:

- (a) sell, transfer or otherwise dispose or purport to dispose of any interest in or grant any right over any Charged Property; or
- (b) create, agree to create or allow to remain outstanding any Security over any Charged Property.

2.2 *Centre of main interests*

No Chargor shall move its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures outside England and Wales.

2.3 *Other restrictions*

No Chargor shall not without first obtaining the Bank's written consent merge or consolidate with any other person.



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 6927510
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY CHARGE ON LLP
INTERESTS DATED 8 JULY 2009 AND CREATED BY 1
THEOBALD'S COURT PARTNERCO LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO ABBEY NATIONAL TREASURY SERVICES PLC UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
14 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JULY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES