

# LL MG01

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

V 020035/113



**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

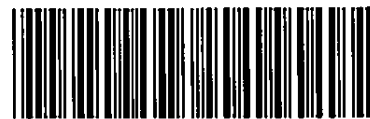
☒ **What this form is for**

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  
created by a Scottish LLP  
To do this, please use form  
LL MG01s

FRIDAY



A33 \*A5RMNJLJ\* 247  
30/04/2010  
COMPANIES HOUSE

### 1 LLP details

LLP number O C 3 5 2 3 9 7

LLP name in full HOLMES & HILLS LLP

("THE CHARGOR")

For official use

**Filing 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 2 6 0 4 2 0 1 0

### 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 monies and liabilities now or in the future due, owing or  
incurred (before or after demand) by the Chargor to the Bank in  
any manner. This applies whether the money and liabilities are  
due, owing or incurred actually or contingently, whether by the  
Chargor alone or by the Chargor jointly with any other person,  
whether the Chargor is a principal or a surety, and includes any  
liability (secured or unsecured) of the Chargor to a third party  
which subsequently becomes payable to the Bank by assignment  
or otherwise, and

All interest, commission, fees, charges, costs and expenses which  
the Bank may charge to the Chargor in the course of its business  
or incur in respect of the Chargor or its affairs. The interest will be  
calculated and compounded in accordance with the Bank's usual  
practice, before and also after any demand or judgement

**Continuation page**

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

# LL MG01

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

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

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

As specified in Part II of the attached Schedule

NB The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created

Schedule to Form LL MG01 for Debenture

Part I

Definitions

In this form LL MG01

'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,

'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative,

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3 1 3 of the Debenture but only insofar as concerns that floating charge,

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights,

'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3 1 2 (h) of the Debenture,

# LL MG01 - continuation page

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

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),</p> <p>'now' means on the date of the Debenture and 'present' and 'future' shall be construed accordingly,</p> <p>'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3 1 2 of the Debenture,</p> <p>'Secured Sums' means all money and liabilities covenanted to be paid or discharged by the Chargor to the Bank under clause 2 of the Debenture and set out in this Form LL MG01 as the 'Amount secured',</p> <p>'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000)</p> <ul style="list-style-type: none"> <li>• which now or in the future represent a holding in a subsidiary undertaking of the Chargor (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or</li> <li>• the certificates for which are now or in the future deposited by the Chargor with the Bank or which, if uncertificated, are held in an escrow or other account in favour of the Bank or held in the name of the Bank or that of its nominee or to the order of the Bank,</li> </ul> <p>including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise,</p> <p style="text-align: center;">Part II Particulars of Property Mortgaged or Charged</p> <p>By clause 3 1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Secured Sums</p> <p>1 by way of legal mortgage, all Land in England and Wales now vested in the Chargor and not registered at H M Land Registry,</p> <p>2 by way of fixed charge</p> <p>(a) all Land in England and Wales now vested in the Chargor and registered at H M Land Registry,</p>

## LL MG01 - continuation page

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

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(b) all other Land which is now, or in the future becomes, the Chargor's property,</p> <p>(c) all plant and machinery now or in the future attached to any Land,</p> <p>(d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land,</p> <p>(e) all the Chargor's Securities,</p> <p>(f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor</p> <ul style="list-style-type: none"> <li>• which relate to Assets themselves subject to a fixed charge in favour of the Bank, or</li> <li>• which are now or in the future deposited by the Chargor with the Bank,</li> </ul> <p>together with all the rights and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them),</p> <p>(g) all the Chargor's goodwill and uncalled share capital for the time being,</p> <p>(h) • all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which it is entitled together with others,</p> <ul style="list-style-type: none"> <li>• the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world,</li> <li>• all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world,</li> </ul> <p>(i) all trade debts now or in the future owing to the Chargor, all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989),</p> <p>(j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in favour of the Bank,</p> <p>3 by way of floating charge</p> <p>(a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above, and</p>

## LL MG01 - continuation page

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

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland,

but in each case so that the Chargor shall not without the Bank's prior written consent

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge),
- take any other step referred to in clause 5 1 of the Debenture with respect to any of the Floating Charge Assets,
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

#### Part III Covenants and Restrictions

- 1 Under clause 3 2 of the Debenture, the Bank may at any time crystallise the floating charge created in clause 3 1 3 of the Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating Charge Assets, as the Bank specifies in the notice
- 2 Under clause 3 3 of the Debenture, subject to the rights of any prior mortgagee, the Chargor must
  - 1 deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3 1 including insurance and assurance policies,
  - 2 execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over any Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Bank may require to achieve this
- 3 Under clause 3 6 of the Debenture, any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture
- 4 Under clause 4 1 of the Debenture, the Chargor must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account as the Bank directs. Pending that payment, the

## LL MG01 - continuation page

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

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Short particulars	<p>Chargor will hold all money so received upon trust for the Bank. The Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so</p> <p>5 Under clause 4 2 of the Debenture, if a credit balance on any account of the Chargor with the Bank includes proceeds of Receivables credited or transferred to that account, the Bank shall have an absolute discretion whether to permit or refuse to permit the Chargor to utilize or withdraw that credit balance and the bank may in its sole discretion at any time transfer all or any part of that credit balance to any other account of the Chargor with the Bank or to an account in the Bank's own name</p> <p>6 Under clause 4 3 of the Debenture, if the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargor to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by the debenture will in all other respects remain in full force and effect. In particular, all amounts due to the Chargor from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in clause 3 1 2 of the Debenture, subject only to any defences or rights of retention or set-off which the Bank or the third party may have against the Chargor</p> <p>7 Under clause 5 of the Debenture, the Chargor must not, except with the Bank's prior written consent</p> <ol style="list-style-type: none"> <li>1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets,</li> <li>2 sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them</li> </ol> <p>8 Under clause 10 of the Debenture</p> <ol style="list-style-type: none"> <li>1 the Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet,</li> <li>2 the Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent</li> </ol>	

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

Particulars as to commission, allowance or discount (if any)

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

Commission allowance  
or discount

None

### Delivery of instrument

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.

**Signature**

Signature

X

name

**X**

CHFP000  
10/09 Version 2.0

# LL MG01

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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 REF - LOC1-495037650-7803395

Company name BARCLAYS BANK PLC

COMPANY REGISTRATIONS TEAM

Address UK BANKING SERVICE CENTRE

P O BOX 299

Post town BIRMINGHAM

County/Region WEST MIDLANDS

Postcode B 1 3 P F

Country ENGLAND

DX

Telephone 0845 300 3971

## 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)





## **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. OC352397  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 APRIL 2010  
AND CREATED BY HOLMES & HILLS LLP FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE LIMITED  
LIABILITY PARTNERSHIP TO BARCLAYS 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 30 APRIL  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MAY 2010



Companies House  
— for the record —

BB  
SN



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES