

150613/91

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

TUESDAY



A18 *A27HIPX4* 14/12/2010 120
COMPANIES HOUSE

1 LLP details		For official use
LLP number	O C 3 5 4 1 0 3	2 → Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
LLP name in full	BEBOW LLP (the "Chargor")	
2 Date of creation of charge		
Date of creation	^d 2 ^d 9 ^m 1 ^m 1 ^y 2 ^y 0 ^y 1 ^y 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	Charge over Building Contract (the "Deed")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details
Amount secured	The monies and liabilities which shall for the time being (and whether on or at any time after demand) be due owing or incurred in whatsoever manner to the Bank by the Chargor as described in the Debenture and the Legal Mortgage (the " Secured Liabilities ") (see continuation pages)	

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	BANK LEUMI (UK) PLC	
Address	20 STRATFORD PLACE	
	LONDON	
Postcode	W 1 C 1 B G	
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	<p>1 CHARGE</p> <p>1 1 The Chargor as security for the repayment of the Secured Liabilities charged by way of a first fixed charge with full title guarantee all.-</p> <p>1 1.1 of its present and future rights title and interest in and to the Contract;</p> <p>1.1 2 sums which shall from time to time become payable to the Chargor by the Contractor or otherwise under the Contract or any provision thereof,</p> <p>1 1 3 its rights arising out of or in connection with any breach or default by the Contractor or any other party to the Contract of or under any of the terms, obligations, covenants, undertakings or conditions of the Contract whether in respect of the Development or otherwise</p> <p>1 2 The Chargor as security for repayment of the Secured Liabilities charged to the Bank by way of equitable charge with full title guarantee its benefit in all appointments, contracts, guarantees, representations, undertakings and warranties given or made by and any rights or remedies against all or any of the professional advisers now or at any time engaged in relation to the Development and the manufacturers suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Property and any other person now or from time to time under contract with or under a duty to the Chargor (including for the avoidance of doubt direct warranties between the Chargor and any sub-contractor to the Contractor and the benefit of any performance bond or a bond of any other form or content and/or any parent company guarantee or guarantees) including the benefit of all sums recovered in any proceedings against all or any of such persons The Chargor has supplied or will supply copies of all documents and agreements referred to in the Deed to the Bank immediately upon their production and/or completion.</p> <p>(see continuation page)</p>	

LL MG01

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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

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.

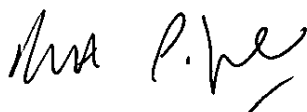
9 Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge

LL MG01

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



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 Ana Maria Aller

Company name DLA Piper UK LLP

Address

Post town

County/Region

Postcode EC2V 7EE

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



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

LL MG01 - continuation page

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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

1 3 If at any time the Secured Liabilities have been fully discharged and repaid and the Chargor and/or any party who is a party to the Facility Agreement or any Related Security Document has no actual or contingent liability to the Bank the Bank shall (at the request and full cost of the Chargor) release to the Chargor the Charged Property (which has been charged to the Bank pursuant to the Deed).

1 4 The Chargor confirmed that there are no restrictions preventing the charging of the Charged Property and undertook to assign to the Bank on demand absolutely or as the Bank shall direct the Charged Property and rights and remedies available to it thereunder to the extent that the Charged Property shall not be fully and effectively charged to the Bank by the Deed. The Chargor agreed that it shall do all such things as may be necessary to effect such a charge

2 CONTINUING OBLIGATIONS

2.1 The Chargor covenanted and agreed with the Bank that it shall at all times during the continuance of the Deed.

2 1 1 not to do or suffer anything to be done or omitted to be done whereby the Contract may become void, voidable, cancelled or may otherwise be terminated or any increased premium or any other payment shall become payable by reason thereof,

2.1.2 not, nor permit or, as a consequence of any person's acts or omissions, enable any person to (in each case, without the prior written consent of the Bank) vary, amend, supplement, replace, cancel, surrender, discharge, waive or release the Contract or any rights relating thereto,

2 1 3 not without the prior written consent of the Bank create or permit to arise or continue any further Encumbrance over or in respect of the Contract;

2 1 4 not without the prior written consent of the Bank to waive or release any obligation under the Contract or make or permit any amendment or addition to or variation of any terms or conditions of the Contract or any plans specifications quantities or materials referred to therein

LL MG01 - continuation page

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Please give the short particulars of the property mortgaged or charged

Short particulars

3 FURTHER ASSURANCE

The Chargor agreed that it shall from time to time, at the request of the Bank and at the Chargor's cost, execute in favour of the Bank, such further or other assignments, transfers, charges or other documents as in any such case the Bank shall stipulate in respect of any agreement to which it is a party for the purpose of perfecting and/or rendering enforceable, any security granted or intended to be granted by the Deed to the Bank on the terms of the Deed for the payment or discharge of the Secured Liabilities. Without prejudice to the generality of the foregoing, each such assignment, transfer, charge, or other document shall be in such form as the Bank shall stipulate and may contain provisions such as are contained in the Deed or provisions to the like effect and/or such other provisions of whatsoever kind as the Bank shall reasonably consider requisite for the improvement or perfection of the security constituted by or pursuant to the Deed. The obligations of the Chargor under the Deed shall be in addition to and not in

4 POWER OF ATTORNEY

4 1 The Chargor irrevocably appointed the following, namely

4 1 1 the Bank,

4 1.2 any Receiver, and

4 1.3 each and every person to whom the Bank shall from time to time have delegated the exercise of the power of attorney conferred by the Deed,

jointly and also severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required (or which the Bank shall consider requisite) for carrying out any obligation imposed on the Chargor by or pursuant to the Deed (including but not limited to the obligations of the Chargor under clause 5 of the Deed (Further Assurance) and the statutory covenant referred to in such clause), for carrying out any sale or other dealing by the Bank and generally for enabling the Bank to exercise the powers conferred on it by or pursuant to the Deed or by law. The Bank shall have full power to delegate the power conferred on it by the Deed, but no such delegation shall preclude the subsequent exercise of such power by the Bank itself or preclude the Bank from making a subsequent delegation thereof to some other person, any such delegation may be revoked by the Bank at any time

4 2 The power of attorney granted by the Deed is as regards the Bank and its delegates (and as the Chargor acknowledged) granted irrevocably and for value as part of the security constituted by the Deed to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971

LL MG01 - continuation page

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Short particulars

5 CONTINUING SECURITY, NEW ACCOUNTS, NON-MERGER

5 1 The security constituted by the Deed shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of any part of the Secured Liabilities or any other matter or thing whatsoever and shall be binding until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

5 2 If the Bank receives notice (whether actual or otherwise) of any subsequent assignment or other interest affecting the Contract then the Bank may open a new account or accounts with the Chargor. If the Bank does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount secured by the Deed at the time when the Bank received or was deemed to have received such notice

5 3 The Deed is in addition to and shall not merge with or otherwise prejudice or affect any banker's lien, right to combine and consolidate accounts, right of set-off or any other contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other

LL MG01 - continuation page

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4

Amount secured

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

Amount secured

NOTE.

In this form

"**Charged Property**" means the property charged to the Bank pursuant to clause 3 of the Deed,

"**Chargor**" shall include its successors and assignees, representatives or administrators,

"**Contract**" means the building contract dated 20 March 2007 between Pearmain Limited and the Contractor relating to the Property together with any bond issued pursuant thereto;

"**Contractor**" means J H Hallam (Contracts) Limited (company number 02219570) whose registered office is at Brooks House, 81 Leicester Road, Oadby, Leicester LE2 4AN,

"**Debenture**" means the debenture of even date as the Deed made by the Chargor in the favour of the Bank,

"**Development**" means the works to be carried out on the Property by the Chargor pursuant to the Contract;

"**Encumbrance**" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"**Facility Agreement**" means the agreement constituted by the Chargor's acceptance of the Bank's facility letter dated 15 October 2010 together with any subsequent amendments thereto or replacements thereof,

"**Property**" means Boston House, Abee Park Road, Leicester,

"**Receiver**" means any receiver and/or manager appointed by the Bank,

"**Related Security**" means any guarantee, indemnity, mortgage, charge, pledge or other security now or from time to time after the date of the Deed held by the Bank in respect of or in connection with the Facility Agreement the Contract or all or any part of the Secured Liabilities; and

"**Related Security Document**" means any document creating, evidencing or regulating the terms of any Related Security



**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. OC354103
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER BUILDING
CONTRACT DATED 29 NOVEMBER 2010 AND CREATED BY
BEBOW LLP FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO BANK
LEUMI (UK) PLC 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 14
DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 DECEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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