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

TUESDAY



\*A27HWPXI\*  
A18 14/12/2010 106  
COMPANIES HOUSE

<b>1 LLP details</b>		For official use	
LLP number	O C 3 5 4 1 0 3	<input checked="" type="checkbox"/> <b>Filing in this form</b> 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 "Mortgagor")		
<b>2 Date of creation of charge</b>			
Date of creation	<sup>d</sup> 2 <sup>d</sup> 9 <sup>m</sup> 1 <sup>m</sup> 1 <sup>y</sup> 2 <sup>y</sup> 0 <sup>y</sup> 1 <sup>y</sup> 0		
<b>3 Description</b>			
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'			
Description	LEGAL MORTGAGE (the "Deed")		
<b>4 Amount secured</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details	
Please give us details of the amount secured by the mortgage or charge			
Amount secured	All moneys obligations and liabilities whether actual or contingent which are at the date of the Deed or may at any time after the date of the Deed be or become due owing or incurred to the Bank by the Mortgagor anywhere (whether alone or jointly with any other person and in whatever style name or form and whether as principal or surety) including (but without prejudice to the generality of the foregoing) the amount of any acceptance or other credits or advances and of any cheques notes or bills from time to time given or assumed by the Bank for or at the request of the Mortgagor together with interest to the date of repayment (as well after as before judgement) at such rates and upon such terms as may from time to time be payable commission discount and other banking charges <b>(see continuation page)</b>		

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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	<b>Continuation page</b> 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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1 PROPERTY CHARGED</b></p> <p>The Mortgagor with full title guarantee.</p> <p>1 1 charged by way of legal mortgage the Property and the proceeds of sale thereof and all compensation or grants payable or paid to or recoverable by the Mortgagor in respect of the Property and all other estates and interests which the Mortgagor may have in the Property (including but not limited to estates or interests under any lease or tenancy of the Property or period of holding over after or statutory or other continuation of such lease or tenancy and any right to renew the same) and to the extent that any such interests are not capable of being legally charged the Mortgagor with full title guarantee assigned the same (subject to re-assignment on redemption);</p> <p>1 2 charged (if the Mortgagor is a company but not otherwise) by way of floating security all its property and assets of whatsoever nature at the date of the Deed or in the future owned or acquired by the Mortgagor,</p> <p>1 3 charged by way of specific equitable charges any shares or membership rights or other rights ("<b>the Shares</b>") which the Mortgagor owns in any company or association of any kind connected or associated with the Property or the Mortgagor's estates or interests in the Property including any shares in any management company or tenants' association,</p> <p><b>(see continuation page)</b></p>	

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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 *MA Pipe* X

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 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](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)

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## 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

1.4 assigned by way of security (but subject to reassignment on redemption) all the benefit of every insurance policy (whether or not pursuant to an obligation in the Deed) in respect of the Property (other than the third party and public liability policies) and all moneys or proceeds paid or payable thereunder but subject to all rights powers and other matters having actual priority in law to the rights conferred and the obligations imposed by the Deed (whether by virtue of the terms of such policies the Fire Prevention (Metropolis) Act 1774 any prior mortgage or charge or any subsisting lease or otherwise howsoever),

1.5 assigned the benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any of the Architects Quantity Surveyors and Consulting Engineers at the date of the Deed or at any time engaged by the Mortgagor in relation to the Property and the manufacturers suppliers or installers of all plant and machinery fixtures fittings and other items at the date of the Deed or from time to time in the buildings erected or to be erected on the Property and any other persons firm or company at the date of the Deed or from time to time under contract with or under a duty to the Mortgagor including (without limitation) the right to prosecute in the name of the Mortgagor any proceedings against any such person in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any said buildings or to the quality or fitness for use of such plant machinery fixtures fittings and other items or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons (subject to reassignment on redemption),

to the Bank as a continuing security for the payment or discharge on demand of all moneys obligations and liabilities covenanted to be paid or discharged by the Mortgagor to the Bank under clause 1 of the Deed

1.6 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

#### 2 CONVERSION OF FLOATING CHARGE

The Bank may by notice in writing to the Mortgagor convert the floating security into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a receiver thereof and the floating security shall crystallise insofar as it has not earlier done so upon any demand being made under the Deed without the necessity for such demand to refer expressly to such crystallisation

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## 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

#### 3. RESTRICTION ON DEALING

The Mortgagor agreed that it will not without the prior written consent of the Bank dispose of create or permit to subsist any mortgage charge floating security or other encumbrance in favour of any third party over all or any of the assets charged in any way or assigned by the Mortgagor to the Bank by clause 2 of the Deed (whether in priority to or pari passu with or ranking in priority after the Deed) other than the mortgages or charges (if any) brief particulars of which are set out in the Second Schedule to the Deed and the Mortgagor will not without the prior written consent of the Bank create any mortgage or charge ranking in priority to or pari passu with the floating security created by the Deed (if any)

#### 4 APPOINTMENT OF ATTORNEYS

The Mortgagor irrevocably appointed each of the Bank and persons deriving title under it and the Receiver severally as attorneys for and in the name of and on behalf of the Mortgagor:

4.1 to exercise any of the powers contained in clause 7 2 of and any other powers conferred by the Deed,

4 2 to act in any way in connection with the enforcement protection preservation enhancement perfection or realisation of any of the Bank's rights or remedies arising under the Deed including but not limited to the execution of any formal charge or transfer of the shares and exercising any voting or other similar rights in relation thereto and the execution of any legal or other charge thereover or over any freehold or extended or further term of years acquired by the Mortgagor in the Property as referred to in clause 5 9 of the Deed and making proving negotiating adjusting or enforcing any claim in respect of the insurance policies referred to in clause 2 4 of the Deed and taking possession of collecting getting in selling assigning transferring charging leasing and otherwise dealing with or in or novating varying extending any of the estates interests rights shares proceeds benefits covenants guarantees or other matters or things charged or assigned or agreed to be charged in clause 2 of the Deed and in taking defending appealing compromising joining in or concluding any proceedings or litigation (including by arbitration or expert determination) in respect of such estates interest rights shares proceeds benefits covenants guarantees or other matters or things

4 3 The powers of attorney are given by way of security for the performance of the Mortgagor's obligations and for the Bank's rights under the Deed

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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

**5 CONTINUING SECURITY**

The security shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge or otherwise prejudice or affect the security created by any deposit of documents or any guarantee lien bill note mortgage or other security at the date of the Deed or after the Deed held by the Bank or any right or remedy of the Bank thereunder and the security shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Bank at the date of the Deed or after the Deed dealing with exchanging releasing modifying or abstaining from perfecting or enforcing any of the same or any rights which it may at the date of the Deed or after the Deed have or giving time for payment or indulgence or compounding with any other person liable to the Bank for all or any of the moneys obligations and liabilities secured by the Deed

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**Amount secured**

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

Amount secured

and any expenses reasonably or necessarily incurred by the Bank in relation to the Mortgagor or the Property or in towards or incidental to the preparation completion perfection enforcement or realisation of the Deed or the sale or other conversion of the Property into money or of any guarantees or security for the liabilities of the Mortgagor including legal and other costs on a full indemnity basis and Value Added Tax thereon (the "**Secured Liabilities**")

**Note.**

**In this form**

"**the Mortgagor**" includes the Mortgagor (and where there are more than one of them any one or more of them) and their successors in title those deriving title under them and (in the case of persons) their personal representatives,

"**the Property**" means the property described in the First Schedule to the Deed (and copied below) and every part of it including all fixtures fittings plant machinery and equipment annexed to it and in law forming part of it and the proceeds compensation and grants estates and interests referred to in clause 2.1 of the Deed and where the Mortgagor is a company giving the floating security contained in clause 2 2 of the Deed the phrase the "**Property**" includes the assets charged by that clause, and

"**the Receiver**" means any receiver appointed by the Bank.

**THE FIRST SCHEDULE**

(Details of the property legally mortgaged)

**Registered Land**

County and District

Warwickshire Rugby

(or London Borough)

Property

Ryton British Legion Club, Leamington Road,  
Ryton on Dunsmore, Coventry

Title Number

WK413187

**THE SECOND SCHEDULE**

(Details of any prior mortgages or charges referred to in clause 5 8 of the Deed)

None





**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. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL MORTGAGE 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  
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 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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