

150613/91

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
You cannot use this form particulars of a mortgage for a Scottish LLP
To do this, please use for LL MG01s

TUESDAY



A27HKPX6
14/12/2010 118
COMPANIES HOUSE

1 LLP details

LLP number	0	C	3	5	4	1	0	3
LLP name in full	BEBOW LLP (the "Borrower")							

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	9	1	1	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: CHARGE AND DEED OF ASSIGNMENT OF RENTAL INCOME (the "Deed")

4 Amount secured

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

Amount secured: 29
12

All moneys obligations and liabilities whether actual or contingent which are now or may at any time hereafter be or become due owing or incurred to the Bank by the Borrower 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 Borrower 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

(see continuation page)

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	BANK LEUMI (UK) PLC	
Address	20 STRATFORD PLACE	
	LONDON W1C 1BG	
Postcode		
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

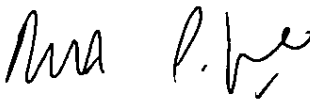
Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1 ASSIGNMENT</p> <p>The Borrower with full title guarantee</p> <p>1 1 assigned to the Bank the exclusive right to receive all Rent subject to reimbursement of any insurance premium or service charge paid or incurred by the Borrower and subject to the right of redemption on repayment of the Indebtedness;</p> <p>1.2 charged <u>by way of first fixed charge</u> such Rent as is now or in the future shall be payable by the Tenant to the Borrower under the Lease</p> <p>in each case together with the benefit of all rights relating to the Rent and the right to demand sue for distraint and give receipts for the Rent in the name of the Borrower or otherwise with and for the payment to the Bank of the Indebtedness.</p> <p>2 BORROWER'S COVENANTS</p> <p>The Borrower covenanted with the Bank to ensure that no person other than the Bank obtains or exercises any rights over or in respect of any Rent</p> <p>(see continuation page)</p>	

LL MG01

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

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	
	<p>Please sign the form here</p>	
Signature	<p>Signature</p> <p>X  X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

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 E C 2 V 7 E E

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
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 CONTINUING SECURITY

3 1 The Deed is

3 1 1 a continuing security notwithstanding any fluctuation from time to time in the amount of the Indebtedness,

3 1.2 not discharged or affected by any failure of or defect in the Charge or in any other security held by the Bank in respect of the Property or in any other obligation owed by the Borrower to the Bank,

3 1 3 in addition to and not in substitution for or in derogation of the Charge or of any other security held by the Bank in respect of any obligation owed by the Borrower and this deed remains in full force and effect as a continuing security until the Indebtedness is repaid and is not merged with or in prejudice of or affected by any other arrangements between the Borrower and the Bank, and

3 1 4 not prejudiced or affected by any assurance security or payment which may be avoided under any enactment relating to bankruptcy or insolvency or under Sections 238 239 244 245 and 246 of the Insolvency Act 1986.

4 POWER OF ATTORNEY

The Borrower irrevocably appointed the Bank and any person nominated in writing under the hand of any officer of the Bank as the Borrower's attorney for the purpose of perfecting and enforcing the security created by this deed and of doing in the name and on behalf of the Borrower all such acts and executing all such documents which the Borrower itself could do or execute in relation to the Lease or to any matters dealt with in this deed

LL MG01 - continuation page

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

4

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 Borrower or the Property or in towards or incidental to the preparation completion perfection enforcement or realisation of the Charge or the sale or other conversion of the Property into money or of any guarantees or security for the liabilities of the Borrower including legal and other costs on a full indemnity basis and Value Added Tax thereon (the "**Indebtedness**")

Note

In this form

"**Charge**" means a legal mortgage dated 29 November 2010 between (1) the Borrower and (2) the Bank relating to the Property,

"**Lease**" means the lease recited in the Schedule to the Deed (and copied below) and if more than one then each such lease and any lease of the whole or any part of the Property granted by or the reversion to which is vested in the Borrower after the date of the Deed,

"**Property**" means the freehold property belonging to the Borrower known as Eagle Star House, Grey Friars, Leicester,

"**Rent**" means all payments reserved as rent under any Lease including any increased payments resulting from any rent review and including any interest chargeable on all such payments but excluding any VAT charged by the Landlord, and

"**Tenant**" means any person at any time holding an interest in the Property or any part of it arising under any Lease

SCHEDULE

(the Lease)

Date	Parties	Term	Commencing Rent
5 October 2009	Pearmain Limited (1) and Leicester City Council	10 years from 30 September 2009	£125,000 per annum



07

**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. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE AND DEED OF
ASSIGNMENT OF RENTAL INCOME 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