

LL MG01

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

150613/9



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



A27HUPXG
A18 14/12/2010 108
COMPANIES HOUSE

1 LLP details For official use

| | | | | | | | | |
|------------------|---------------------------|---|---|---|---|---|---|---|
| LLP number | O | C | 3 | 5 | 4 | 1 | 0 | 3 |
| LLP name in full | BEBOW LLP (the "Company") | | | | | | | |

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 | d | 2 | g | 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: DEBENTURE (the "Deed")

4 Amount secured

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

Amount secured: 700

1.1 All sums of money which have been or are at the date of the Deed or may after the date of the Deed from time to time be advanced to the Company by the Bank;

1.2 All other indebtedness and/or liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent;

(see continuation page)

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

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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

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

1 CHARGE

The Company with full title guarantee and to the intent that the security created shall rank as a continuing security for the payment of all principal and other monies intended to be secured charged to the Bank

1.1 by way of legal mortgage all estates and interests in any freehold and/or leasehold property referred to in the First Schedule to the Deed (and copied on this form) and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in such freehold and/or leasehold property ("**the Legally Mortgaged Property**") and/or the proceeds of sale thereof;

1.2 by way of fixed equitable charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) at the date of the Deed and at any time during the continuance of the security belonging to or charged to the Company and all licences at or after the date of the Deed held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged under the Deed ("**the Equitably Charged Property**") and/or the proceeds of sale thereof,

1.3 by way of fixed charge all book debts and other debts at the date of the Deed and from time to time due or owing to the Company and all proceeds thereof and the benefit of all rights relating thereto ("**the Book and other Debts**"),

(see continuation page)

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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.

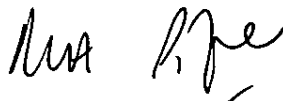
9 Signature

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

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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 or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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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

1.4 by way of fixed charge all credit balances of the Company with other bankers or third parties ("**the Credit Balances**");

1.5 by way of fixed charge all stocks shares and/or other securities ("**the Securities**") at the date of the Deed or at any time during the continuance of the security belonging to the Company (including, without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) in each of the following categories:

1.5.1 in (or from) any Subsidiary or Associated Company of the Company, and/or

1.5.2 which or the certificates of which are at the date of the Deed or may at any time after the date of the Deed be deposited with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or its nominees;

and all rights in respect of or incidental to the Securities specified in paragraphs 1.5.1 and 1.5.2 above,

1.6 by way of fixed charge all documents which have been or may from time to time be deposited with the Bank and which are not charged to the Bank pursuant to the foregoing sub-clauses or pledged under condition 9 of the Deed, including all rights, monies or property (whether of a capital or income nature) howsoever accruing or derived therefrom or arising in respect thereof ("**the Deposited Property**"),

1.7 by way of fixed charge the goodwill, licences, patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights, rights in the nature of copyright and all other intellectual property rights at the date of the Deed or at any time during the continuance of the security belonging to the Company ("**the Goodwill and Intellectual Property**"),

1.8 by way of floating charge its undertaking and all its other property assets and rights whatsoever and wheresoever present and/or future including those expressed as charged by way of fixed charge if and to the extent that such charge may fail for any reason to operate as a fixed charge ("**the Property charged by way of Floating Charge**" and together with the Legally Mortgaged Property, the Equitably Charged Property, the Book and other Debts, the Credit Balances, the Securities, the Deposited Property, the Goodwill and Intellectual Property and all other property mortgaged or charged collectively called "**the Charged Property**")

1.9 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)

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Please give the short particulars of the property mortgaged or charged

Short particulars

2. RESTRICTIONS ON DEALING

The Company covenanted and agreed

2.1 With reference to the Equitably Charged Property and the Goodwill and Intellectual Property

2.1 1 not without the consent in writing of the Bank to create any mortgage, charge or other security interest over the Equitably Charged Property or any part thereof or any interest therein

2 2 With reference to the Legally Mortgaged Property and the Equitably Charged Property

2 2 1 not to part with possession of the Legally Mortgaged Property or the Equitably Charged Property or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy it or any part thereof without the consent in writing of the Bank,

2.2 2 not without the consent in writing of the Bank to do or suffer to be done on the Legally Mortgaged Property or the Equitably Charged Property anything which will be deemed to be development under the Planning Acts nor to do or suffer any act matter or thing whereby the Planning Acts shall be infringed so as to prejudice the Bank nor to do or suffer to be done any act, matter or thing which would render the Bank or the Legally Mortgaged Property or the Equitably Charged Property subject to any liability under the Planning Acts

2 3 With reference to the Credit Balances the Company agreed to inform the Bank as soon as any Credit Balance comes into existence and if so directed by the Bank the Company shall transfer any such Credit Balance into the Company's account with the Bank or a specifically designated account with the Bank in the name of the Company or the Bank or in the joint names of the Company and the Bank and shall not without the prior consent in writing of the Bank sell or otherwise charge or assign the same in favour of any other person or purport to do so

2 4 With reference to the Property charged by way of Floating Charge

2 4 1 the Company shall not without the consent in writing of the Bank.

2.4 1 1 create any mortgage, charge or other security interest ranking in priority to, pari passu with, or subsequent to that charge, and/or

2 4.1 2 sell or otherwise dispose of the whole or, except in the ordinary course of business and for full value, any part of the Company's undertaking save as the Bank may have expressly agreed in writing,

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2.5 The Bank may by notice to the Company convert the floating charge 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

3 CONTINUING SECURITY

The security created by the Deed shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security (whether by way of mortgage, equitable charge or otherwise howsoever) which the Bank may at or any time after the date of the Deed hold on all or any part of the assets of the Company for or in respect of all or any part of the indebtedness and liabilities secured

4. POWER OF ATTORNEY AND DELEGATION

4.1 The Company irrevocably appointed each of the Bank and any person nominated in writing under the hand of any officer or manager of the Bank including every Administrative Receiver appointed under the Deed as Attorney of the Company with full power of substitution for the Company and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or deemed proper for any of the purposes of the security

4.2 The Bank may at any time from time to time delegate by power of attorney or in any other manner to any person or persons or fluctuating body of persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Bank under the Deed in relation to the Charged Property or any part thereof and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Bank may think fit and the Bank shall not be in any way liable or responsible to the Company for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate

5 NEGATIVE PLEDGE AND PRIORITIES

5 1 Without prejudice and in addition to all other restrictions contained in the Deed (including without limitation Clauses 3.3 4 and 3 11 1 1 of the Deed) the Company covenanted with the Bank not without the prior written consent of the Bank to create or permit to subsist any mortgage or charge or other encumbrance in favour of any third party of or affecting the Charged Property or any part or parts thereof other than.

5 1 1 the existing mortgages, charges and/or other encumbrances (if any) of which brief particulars are set out in the Second Schedule to the Deed (and copied on this form), and limited to the maximum principal sums specified in respect of each such mortgage, charge or other encumbrance in the said Schedule,

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Short particulars

5 1 2 arising by operation of law,

5 1.3 particular liens arising in the ordinary course of business, otherwise than for obligations more than thirty days overdue which have not been contested in good faith,

5 1.4 pledges or charges created for the purpose of financing contracts in the ordinary course of business for the purchase or sale of goods

5 2 As a condition of consenting to the creation of any further mortgage, charge or other encumbrance under Clause 14.1 of the Deed the Bank may require completion of an agreement in a form approved by solicitors for the Bank regulating priorities between such security and the security constituted by the Deed

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4

Amount secured

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

Amount secured

1.3 (On a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the enforcement of rights under the Deed or the recovery of any of the indebtedness or other liabilities of the Company by the Bank, or by any Administrative Receiver or by any delegate or sub-delegate appointed by the Bank pursuant to the Deed including (but without prejudice to the generality of the foregoing) remuneration payable to any Administrative Receiver, delegate or sub-delegate as aforesaid, and all costs, charges and expenses incurred in the protection, realisation or enforcement of the security constituted by or pursuant to the Deed; and

1.4 Interest on the foregoing (as well after as before any demand judgment or the liquidation or the administration of the Company and notwithstanding that any account intended to be secured may for any cause cease to be carried on as an ordinary banking account) on a daily basis until full discharge at the Interest Rate by payments in arrears on the Bank's usual charging days or on such other days or upon such other terms as the Bank may from time to time agree, with such interest to be compounded in accordance with the Bank's usual practice in the event that it is not punctually paid with monthly rests (or with such other rests as may be specified by the Bank) but without prejudice to the rights of the Bank to require payment of such interest when due

In this form

"**Administrative Receiver**" means any person (or persons) appointed by the Bank to be a receiver of the Charged Property or any part or parts thereof

"**Associated Company**" means a company which would be a Subsidiary within the meaning of Section 736 of the Companies Act 1985 if the relevant holding of equity share capital were more than twenty per cent (rather than half) in nominal value;

"**Interest Rate**" means a rate specified in facility or other letters issued to the Company by the Bank or such other interest rate as may be stipulated by the Bank at any time by notice in writing to the Company, or as may from time to time be otherwise agreed between the Company and the Bank or in the absence of any of the foregoing at the Standard Rate of the Bank as stipulated from time to time by notices displayed in the offices of the Bank,

"**Subsidiary**" is as defined in Section 736 of the Companies Act 1985; and

"**the Planning Acts**" mean the Town and Country Planning Acts 1971 and 1977 or any orders or regulations made thereunder

THE FIRST SCHEDULE
The Legally Mortgaged Property

THE SECOND SCHEDULE
Existing Mortgages Charges and/or other Encumbrances



DH

**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. 6

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