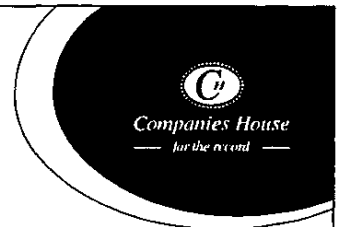


# LL MG01

161476/52

## 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

TUESDAY

**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



\*L6QUWUZ0\*  
LD6 14/06/2011 2  
COMPANIES HOUSE

<b>1 LLP details</b>		For official use
LLP number	O C 3 5 9 5 9 7	<p>→ <b>Filing in this form</b> Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>
LLP name in full	Caldergrove LLP	
<b>2 Date of creation of charge</b>		
Date of creation	<sup>d</sup> 2 <sup>d</sup> 7 <sup>m</sup> 0 <sup>m</sup> 5 <sup>y</sup> 2 <sup>y</sup> 0 <sup>y</sup> 1 <sup>y</sup> 1	
<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	Pledge Agreement dated 27 May 2011 and made between Caldergrove LLP (the "Pledgor") and United International Bank N V (the "Bank") (the "Pledge")	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	All and anything that the Bank at any time may be entitled to claim from the Pledgor, for whatever reason, in or without current account, and whether or not in the ordinary banking business pursuant to the Charge (where "Charge" means a fixed and floating security document of 27 May 2011)	
		<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>

# 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

United International Bank N V

Address

Landhuis Joonchi II, Kaya Richard J Beaujon z/n,  
P O Box 152, Willemstad, Curaçao

Postcode

--	--	--	--	--	--	--	--	--	--

Name

Address

Postcode

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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

### Continuation page

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

Short particulars

1 The Pledgor declares to pledge of the following to the Bank

(a) the funds and deposits held in the account of Pledgor with the Bank, currently administrated under account number 5000579-021-000-826, and

(b) all that the Bank owes or shall owe to the Pledgor at any time and for whatever reason, collectively referred to as the "Receivables"

2 Without the written permission of the Bank, the Pledgor is not authorised to transfer or assign its present (i e at the date of the Pledge) or future Receivables to third parties or constitute a usufruct, pledge or any other right thereon other than in favour of the Bank. The Receivables are pledged together with all the contingent and subsidiary rights attaching thereto

3 The Pledge shall cover any interest due from the Bank now (i e at the date of the Pledge) and in the future in connection with the claims. The Pledgor furthermore thereby grants to the Bank, as far as necessary, an irrevocable power of attorney to each time, create such pledge on behalf of the Pledgor by means of a private deed

# 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)

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  
Partners for and on behalf of Bird & Bird LLP  
as Solicitors for the Bank

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 **Andrew Hallgarth**

Company name **Bird & Bird LLP**

Address **15 Fetter Lane**

Post town **London**

County/Region

Postcode **E C 4 A 1 J P**

Country **UK**

DX **119 London / Chancery Lane**

Telephone **020 7415 6000**

## 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

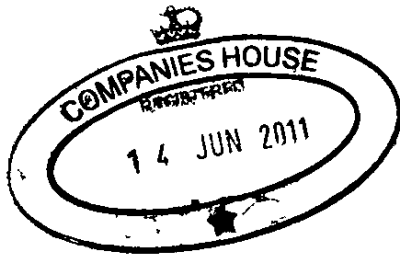
**For LLPs registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**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)



Please  
stamp this  
copy

U1B

PLEDGE AGREEMENT

**THE UNDERSIGNED:**

- 1 **Caldergrove LLP** (Registered Number OC359597) whose registered office is at 4 Aztec Row, Berners Road, London N1 OPW, legally represented by its designated members, herein after referred to as *the "Pledgor"*
- 2 **United International Bank N.V.**, established at Landhuis Joonchi II, Kaya Richard J Beaujon z/n, Curaçao, herein after referred to as *the "Bank"*

**TAKING INTO CONSIDERATION**

- the Bank has entered into a fixed and floating security document of even date herewith pursuant to which the Pledgor has undertaken certain obligations to the Bank (such agreement hereinafter referred to as the *"Charge"*),
- pursuant to clause 4.2 of the Charge the Bank may require certain additional security in respect thereof, and
- that the Pledgor is prepared to furnish the security therefor

the Pledgor hereby declares to pledge of the following to the Bank who accepts this pledge

- the funds and deposits held in the account of Pledgor with the Bank, currently administrated under account number 5000579-021-000-826, and
- all that the Bank owes or shall owe to the Pledgor at any time and for whatever reason,

herein after collectively referred to as the *"Receivables"*

as security for the payment of all and anything that the Bank at any time may be entitled to claim from the Pledgor, for whatever reason, in or without current account, and whether or not in the ordinary banking business pursuant to the Charge

This deed serves as notice of the pledge to the Bank

The pledge created by this deed will be subject to the following terms and conditions

- 1 Without the written permission of the Bank, the Pledgor is not authorized to transfer or assign its present or future Receivables to third parties or constitute a usufruct, pledge or any other right thereon other than in favor of the Bank. The Receivables are pledged together with all the contingent and subsidiary rights attaching thereto

The pledge shall also cover any interest due from the Bank now and in the future in connection with the claims. The Pledgor furthermore hereby grants to the Bank, as far as

- necessary, an irrevocable power of attorney to each time, create such pledge on behalf of the Pledgor by means of a private deed
- 2 The Bank shall at all times be authorized to settle and adjust the Receivables with all it is entitled to claim from the Pledgor
  - 3 The Pledgor hereby waives its right to demand that, if the Bank exercises the pledge, the Receivables or other goods in respect of which a security interest was given by the Pledgor to the Bank are included herein and are collected first
  - 4 Any claim the Pledgor may have against the Pledgor by virtue of recourse or subrogation shall be subordinated to all claims of the Bank on the Pledgor while any amount remains due from the Pledgor to the Bank
  - 5 The Bank is only obliged to relinquish the pledge on request if, at the Bank's discretion (acting reasonably), all obligations of the Pledgor towards the Bank pursuant to the Charge have been fulfilled
  - 6 The Bank shall be entitled to freeze the account on which the receivables are administered. The Bank shall also be entitled to transfer the receivables to an account of the Pledgor with a different number and/or currency without affecting the validity of the pledge created by this deed
  - 7 Subject to proof to the contrary, a duly signed extract from the Bank's records shall be conclusive evidence of the Pledgor's indebtedness to the Bank. The Pledgor will at no time be entitled to suspend any obligations arising out of this deed, even in cases where the amount due is disputed
  - 8 All costs incurred by the Bank - both legal and other - in maintaining or exercising its rights by virtue of this Agreement will be borne by the Pledgor
  - 9 The Pledgor hereby declares that it has received a copy of the Charge from the Bank
  - 10 This Agreement is governed by the Laws of Curaçao (previously the Netherlands Antilles). All disputes arising in connection with this Agreement will be brought before the competent court at Willemstad, Curaçao

Notwithstanding the foregoing, it is agreed that the Bank shall, unless an Event of Default (as defined below) has occurred, implement any instruction for a transfer of funds from the pledged Receivables where such transfer is provided for in Charge. In the event of any conflict between the terms of this Agreement and the Charge, the terms of the Charge shall prevail.


Each of the following shall be referred to herein as *an "Event of Default"*

- the Pledgor admits in writing its inability to pay or becomes unable to pay its debts as and when they fall due, or becomes bankrupt or insolvent,
- except pursuant to any reconstruction, amalgamation or reorganisation previously approved by the Bank, any proceedings are started or steps taken in any applicable jurisdiction for relief under any bankruptcy, reorganisation or moratorium law or for the

winding-up or dissolution of the Pledgor (except in respect of any winding-up petition otherwise than (a) while solvent and on terms previously approved in writing by the Bank or (b) a frivolous or vexatious winding up petition which is proved to the satisfaction of the Pledgor as being contested in good faith by the Pledgor) or proceedings commenced or steps taken or notice given for the appointment of a liquidator, provisional liquidator, an administrator, administrative receiver, receiver, manager trustee, supervisor or similar officer of the Pledgor or any or all of its undertaking, revenues and assets,

- an encumbrancer takes possession of any of the revenues or assets of the Pledgor, or any security created by the Pledgor becomes enforceable and the mortgagee or chargee takes steps to enforce the same,
- the Pledgor convenes a meeting or takes any steps for the purpose of making or proposes to enter into or make, any arrangement or composition with its creditors,
- if any action analogous to the immediately preceding three sub-clauses is taken in any other jurisdiction in respect of the Pledgor

Thus signed in duplicate by the Bank at Willemstad, Curaçao and by the Pledgor at  
LONDON on 27 MAY 2011

  
\_\_\_\_\_

Caldergrove LLP

United International Bank N V



## **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. OC359597  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 27  
MAY 2011 AND CREATED BY CALDERGROVE LLP FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
LIMITED LIABILITY PARTNERSHIP TO UNITED  
INTERNATIONAL BANK N.V. 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 JUNE  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2011

07



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES