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* insert full name
of LLP

522426/2007
LLP395

**Particulars of a mortgage or charge respect of
a Limited Liability Partnership**

A fee of £20 is payable to Companies House in respect of
each register entry for a mortgage or charge.



Pursuant to section 395 of the Companies Act 1985
To the Registrar of Companies
(Address overleaf - Note 6)

For official use LLP Number

OC303989

Full Name of Limited Liability Partnership

• Price & Myers LLP

Date of creation of the charge

20 August 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture

Amount secured by the mortgage or charge

**All money and liabilities whatever, whenever and howsoever incurred by the Limited
Liability Partnership whether now or in the future.**

Names and addresses of the mortgagees or persons entitled to the charge

HSBC Bank plc, whose registered office is at 8 Canada Square, in the City of London.

Postcode E14 5HQ

**Presentor's name address and
reference (if any):**

HSBC Bank plc
Securities Processing Centre
PO Box 3924
79 Hoyle Street
Sheffield S1 9BD
DX 712350 Sheffield 19

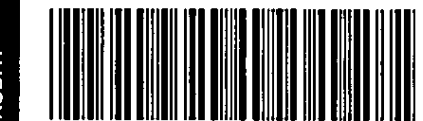
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Time critical reference

**For official Use
Mortgage Section**

THURSDAY



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Short particulars of all the property mortgaged or charged

Legal Mortgage on all freehold and leasehold land now vested in the Mortgagor together with all building fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the First Schedule to the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture, and
First Fixed Charge on the chattels (including all additions and improvements to, and replacement of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture, and
First Fixed Charge on


- (i) All the present and future right, title and interest of the Mortgagor in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures fittings and fixed plant and machinery now or at any time afterwards on it
- (ii) All chattels now or at any time afterwards belonging to the Mortgagor. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by this Debenture
- (iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Mortgagor
- (iv) All book debts and other debts and monetary claims and any rents, licences fees or other payments due from any lessee, licensee or occupier of any immovable property (wherever situated) now or at any time afterwards due owing to or incurred by the Mortgagor. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Mortgagor to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Mortgagor shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below
- (v) Any credit balance on any account of the Mortgagor with the Bank
- (vi) Any credit balance on any account of the Mortgagor with any bank (other than the Bank) or other person
- (vii) All goodwill and uncalled capital for the time being of the Mortgagor
- (viii) All stocks, shares, debentures, bonds, loan capital and other securities including of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Mortgagor). In addition, all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Mortgagor and all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule below, collectively called the "securities")
- (ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Mortgagor (together with any of the same mentioned in the Second Schedule below, collectively called the "intellectual property")
- (x) All policies of life insurance or assurance and all rights and claims to which the Mortgagor is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8 (a) below)
- (xi) All rights and other property to which the Mortgagor is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction
- (xii) The benefit of all agreements for the provision by the Mortgagor to any person or any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire purchase agreements) now, or at any time afterwards, entered into by the Mortgagor
- (xiii) The proceeds of sale of any property mentioned above

Floating Charge on all the undertaking of the Mortgagor and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by this Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated

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Particulars as to commission allowance or discount (note 3)

Signed 
On behalf of [LLP] [mortgagee/chargee] +

Date 20/08/2007

A fee of £201 is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

+ delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the mortgage, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395*). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398*). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398*) and in such cases the copy must be verified to be a correct copy either by the mortgagor or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4)* applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal Charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent, of the commission, allowance or discount (if any) paid or made either directly or indirectly by the Limited Liability Partnership to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this returnThe rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form 395 continuation sheet
- 5 Cheques and Postal Orders are to be made payable to Companies House
- 6 The Address of the registrar of Companies is -
Companies House, Crown Way, Cardiff CF14 3UZ

* As applied to LLPs by Schedule 2 of the Limited liability Partnership Regulations 2000

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No OC303989

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th AUGUST 2007 AND CREATED BY PRICE & MYERS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 30th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th SEPTEMBER 2007

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES