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LLP395

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

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

For official use

LLP Number **OC316529**

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Full Name of Limited
Liability Partnership **Fiona Bruce & Co LLP**

Date of creation
Of the charge **18th day of May 2006**

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

Amount secured by the
mortgage or charge **All the Limited Liability Partnership's liabilities to The Royal Bank of Scotland plc (the 'Bank') of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) including banking charges, commission, interest, costs and expenses.**

Signed **For The Royal Bank of Scotland plc**
Stb
Duly Authorised Official

Date **24/5/2006**

On behalf of [LLP][mortgagee/chargee] (delete as appropriate)

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searches of the public record.

Our Ref: 1922553/CT3/SB/RBWARR/RMP316441
The Royal Bank of Scotland plc

Credit Documentation

DX 714895 Manchester-25

Tel: 0161 755 6027



When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ

DX 33050 Cardiff

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

The Royal Bank of Scotland plc
36 St Andrew Square
Edinburgh
EH2 2YB

Short particulars of all
the property mortgaged
or charged

1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the LLP;
2 By way of fixed charge:-
(i) all estates or interests in any freehold and leasehold property now and in future vested in or charged to the LLP except the property referred to in paragraph 1;
(ii) all fixtures and fittings from time to time attached to any freehold and leasehold property of the LLP;
(iii) all the plant and machinery vehicles and computer equipment of the LLP present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
(iv) all furniture furnishings equipment tools and other chattels of the LLP present and future not regularly disposed of in the ordinary course of business;
(v) all rents receivable from any lease granted of any freehold and leasehold property of the LLP;
(vi) all the goodwill and uncontributed capital of the LLP present and future;
(vii) all stocks shares and other securities held by the LLP from time to time in any subsidiary and all income and rights derived from or attaching to the same;
(viii) all stocks shares and other securities of the LLP present and future (except those referred to in paragraph 2(vii)) and all income and rights derived from or attaching to the same;
(ix) all intellectual property rights (including, without limitation, all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names) choses in action licences and claims of the LLP present and future and the insurance policies and proceeds of any insurance from time to time affecting any of the charged property;
(x) the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party;
(xi) all book debts and other debts of the LLP present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Note 1(c) below;
(xii) all funds standing to the credit of the LLP from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Note 1(c) below provided that the Bank may without prejudice to the charge permit the LLP to make withdrawals from time to time.
(continued on Continuation Sheet)

Particulars as to
commission allowance
or discount (note 3)

Notes

- 1 The original instrument (if any) creating or evidencing the charge, 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 LLP 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 LLP 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 return. The 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 LLP395 continuation sheet.
- 5 Cheques and Postal Orders must be made payable to **Companies House**.

* **As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001**

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Particulars of a mortgage or charge (continued)

*Please complete
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Continuation Sheet No
to Form LLP395 and 410 (Scot)

LLP Number

OC316529

Full Name of Limited Liability Partnership

Fiona Bruce & Co LLP

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

3 By way of floating charge all the undertaking and all property assets and rights of the LLP present and future not subject to a fixed charge under the Debenture.

*Please complete
in typescript, or
in bold black
capitals*

Notes

1 The Debenture contains covenants by the LLP with the Bank:-

- (a) Not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on any of the LLP's property nor to dispose of any of the LLP's property except that the property subject to the floating charge may be disposed of in the ordinary course of business.
- (b) Not without the previous written consent of the Bank to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the LLP's freehold and leasehold property or any part of it.
- (c) To pay into the LLP's account with the Bank (and if more than one then into such account or into such account with another bank) as the Bank may specify from time to time all money which the LLP may receive in respect of the LLP's book debts and other debts and not to deal with the LLP's book debts and other debts otherwise than by collecting them in the ordinary course of the LLP's business and in particular not to realise the LLP's book debts and other debts by means of block discounting, factoring or the like.

2 The Debenture gives the Bank power to appoint an Administrator.

Particulars as to commission allowance or discount

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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. OC316529

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th MAY 2006 AND CREATED BY FIONA BRUCE & CO LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO THE ROYAL BANK OF SCOTLAND 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 25th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th MAY 2006.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —