

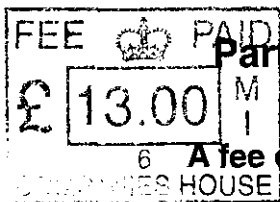
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Please complete  
in typescript, or  
in bold black  
capitals

011701/13

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.

LLP Number

OC320600

For official use

112

Full Name of Limited  
Liability Partnership

BEDFORDSHIRE PARKS LLP ("the Partnership")

Date of creation  
of the charge

27th July 2006

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

DEBENTURE

Amount secured by the  
mortgage or charge

All monies and liabilities (whether actual or  
contingent and whether as principal or surety) from  
time to time, owing or incurred by the Partnership to  
the Bank (the "Secured Liabilities").

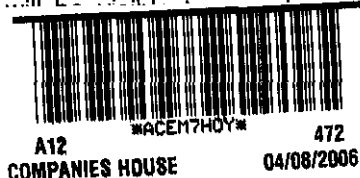
Signed

Date

28/7/06

On behalf of ~~XXXX XXXXXX~~/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 available to the public.



A16  
COMPANIES HOUSE

179  
29/07/2006

Geldards LLP

Dumfries House, Dumfries Place, Cardiff, CF10 3ZF,  
33001 Cardiff 1

MJ.RSD.6731-35

Tel 029 2023 8239

E-mail richard.davies@geldards.co.uk

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

JULIAN HODGE BANK LIMITED  
of 31 Windsor Place, Cardiff CF10 3UR ("the Bank")

Short particulars of all the  
property mortgaged  
or charged

The Partnership charges will full title guarantee and as  
continuing security for all the Secured Liabilities:

1. By way of legal mortgage all that freehold land and buildings  
at Folly Park Home Estate, Clapham, Bedford and Radwell Retreat  
Caravan Park, Radwell, Bedford more particularly described in and  
transferred by two transfers both dated the date hereof and made  
between David Gilbert Brown and Mavis Jean Barcock (1) and the  
Partnership (2) ("the Property") together with all buildings, trade  
and other fixtures, fixed plant and machinery of the Partnership  
from time to time on the Property and the proceeds of sale of the  
Property.

2. By way of fixed charge:

a) all other freehold leasehold and other immovable property now  
or in the future belonging or charged to the Partnership together  
with all buildings, trade and other fixtures, fixed plant and  
machinery of the Partnership from time to time on any such  
property and the proceeds of any such property;

Particulars as to  
commission allowance  
or discount (note 3)

NIL

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

LLP Number

OC320600

Full Name of Limited  
Liability Partnership

BEDFORDSHIRE PARKS LLP ("the Partnership")

Addendum 1/5

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

Addendum 2/5

2. Amount secured by the mortgage or charge (continued)

Addendum 3/5

3. Names, addresses of the mortgagees or persons entitled to the charge (continued)

Addendum 4/5

4. Short particulars of all the property mortgaged or charged (continued)

b) all plant and machinery, computers, office and other equipment now or in the future belonging to the Partnership and the full benefit of any warranties or maintenance contracts for any of the same;

c) all book debts and other debts now or in the future due or owing to the Partnership;

d) all stocks, shares and other securities now or in the future belonging to the Partnership together with all dividends and other rights deriving from such assets;

e) the goodwill of the Partnership and its uncalled capital for the time being;

f) the benefit of any licences and all patents, patent applications, inventions, trade marks, service marks, designs and trade names, copyright, knowhow and other intellectual property rights and all fees, royalties and other rights of every kind deriving from from such assets now or in the future belonging to the Partnership.

3. By way of floating charge the whole of the Partnership's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Bank by way of legal mortgage or fixed charge by this Debenture.

The Partnership shall not without the prior written consent of the Bank:

(a) create or permit to subsist any mortgage, charge, pledge, lien (other than a lien arising by operation of law) or other security interest on any of its property and assets other than this Debenture or otherwise in favour of the Bank;

(b) sell, transfer, lease, lend or otherwise dispose of its property or (other than assets which are subject to the floating charge under clause 3.1.3 of the Debenture and where such disposal in the normal course of trading and are not less than market value) of its assets

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Full Name of Limited  
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or enter into any agreement or grant any option for any sale, transfer, lease, loan or other disposal; or

(c) part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 but the Bank and any receiver appointed by the Bank may grant or accept surrenders of leases without restriction; or

(d) pull down or remove or redevelop or make material alteration to the whole or any part of any building or sever, unfix, or remove any fixtures or remove any plant or machinery belonging to or in use by the Partnership except for the purpose of effecting repairs or replacing the same.

Addendum 5/5

5. Particulars as to commission allowance or discount (continued) (note 3)

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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. OC320600

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 27th JULY 2006 AND CREATED BY BEDFORDSHIRE PARKS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO JULIAN HODGE BANK LIMITED 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 4th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th AUGUST 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES