

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

LLP

CHFP118

058613/13

395

To the Registrar of Companies (Address overleaf)

For official use

LLP number

OC324375

Please complete In typescript, or in bold black capitals Name of Limited Liability Partnership

🔁 J & S Brooksbank LLP (the "Partnership")

Name of customer

*Blackshaw Holdings Limited (the "Customer")

Date of creation of the charge

7 DECEMBER 2007

Description of the instrument creating or evidencing the charge

3

LEGAL MORTGAGE (CUSTOMER'S ACCOUNT)

Amount secured by the mortgage or charge

Any sum of money or any liability which the Customer and, if more than one, both or all of them together and each of them separately may now or at any time in the future owe to Clydesdale Bank PLC (trading as Yorkshire Bank) (the "Bank") including

- sums and liabilities owed individually or jointly with others
- * sums and liabilities owed as guarantor, indemnifier or security giver for any other person
- * sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank
- sums and liabilities owed to another person, the rights to which have been transferred to the Bank
- sums and liabilities owed on current or any other account

and also including

- * interest at the applicable rate or rates the Bank agrees with the Customer from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Bank and the Customer for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Bank and the Customer in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Bank and the Customer, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgment is obtained by the Bank
- * banking charges and all costs and expenses (including the Bank's own internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the Bank's rights or the receiver's rights under the Legal Mortgage, calculated as agreed between the Bank and the Customer, or if there is not agreement, in accordance with the Bank's current practice from time to time

Name and address of the mortgagee

CLYDESDALE BANK PLC whose registered office is at 30 St Vincer?

Presenter's name address and reference (if any)

GORDONS ELLP

BRADEORA

Time critical reference

For Official Use Mortgage Section



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14/12/2007 COMPANIES HOUSE "AIDUKVBU"

08/12/2007 COMPANIES HOUSE 83

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mail (if available) of the person Companies House should) contact if there is any query (DX addresses are acceptable for this purpose if you

Please give the

name, address, telephone number and e-

Inst (03/2006)

have one

'Short particulars of all the property mortgaged or charged

1 *The Partnership charges to the Bank by way of legal mortgage the property described in Schedule 1 below (the "Property")

2 The Partnership assigns to the Bank

 any option to purchase or right of pre-emption to acquire the freehold or superior leasehold or to have a new lease of the Property

* any proceeds of sale, letting or other disposition of the Property

- any guarantees, insurance or compensation monies relating to the Property or any authorisation, permit, registration certificate or licence of any kind in force in connection with the Property
- any share or membership rights in a residents' association or management company relating to the Property, and
- any other benefit or right of any kind relating to the Property, its use, construction or title
- 3 The Partnership assigns to the Bank the goodwill belonging to the Partnership of all businesses from time to time carried on at the Property with the benefit of all authorisations, permits, registration certificates or licences of any kind which the Partnership may hold in connection with such businesses
- 4 The Partnership also charges to the Bank
 - 4 1 by way of fixed charge the equipment and goods (if any) listed in Schedule 2 and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property, and
 - 4.2 by way of floating charge all other movable plant, machinery, furniture, equipment, goods and other effects which are from time to time on the Property

Note

- A The Bank may at any time by written notice to the Partnership convert the floating charge over any assets specified in the notice into a fixed charge
- B The Legal Mortgage contains a prohibition on the Partnership creating or allowing any mortgage, charge, pledge, lien, assignment by way of security or other security interest of any kind on the Property

Schedule 1

LEETUNG-EARM-WATERTILLOCK PENRITH COMBRIN

Schedule 2

The equipment and goods subject to fixed charge

None [if none, specify "None"]

Signed Govelons ELP

Date 7-12-07

On behalf of chargee

The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff, CF4 3UZ

As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2000

Inst (03/2006)

Please complete In typescript, or in bold black capitals

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FILE COPY



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 0C324375

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 7th DECEMBER 2007 AND CREATED BY J & S BROOKSBANK LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO CLYDESDALE BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE 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 14th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st DECEMBER 2007.





