

180014/78

In accordance with
Section 860 of the
Companies Act 2006 as
applied by The Limited
Liability Partnerships
(Application of Companies
Act 2006) Regulations 2009

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



A fee is payable with this form.

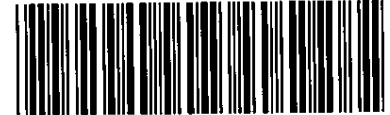
We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **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

THURSDAY



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04/03/2010

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COMPANIES HOUSE

1**LLP details**

LLP number

LLP name in full

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2**Date of creation of charge**

Date of creation

3**Description**

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

4**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured Obligations")"/>

Continuation page

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

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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

Barclays Bank Plc

Address

Media Banking Centre

27 Soho Square, London

Postcode

W 1 D 3 Q R

Name

Address

Postcode

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

3.1 Land

The Chargor charges by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any Land

Land has the same meaning as it has in section 205(1) of the Act**3.2 Investments**

The Chargor mortgages or (if or to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge all Investments, including, without limitation, those held for it by any nominee

Investments means

(a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations), and

(b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them

(see continuation)

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>3.3 Equipment</p> <p>The Chargor charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3 1</p> <p>Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties</p> <p>Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>3.4 Credit balances</p> <p>3 4 1 The Chargor charges by way of fixed charge all amounts standing to the credit of any account held with the Bank in its name or to which it is beneficially entitled other than the Blocked Account</p> <p>3 4 2 Regardless of the terms on which moneys are credited to any such account of the Chargor held with the Bank, no amount standing to the credit of such accounts will (unless otherwise agreed) be or accrue due or payable to the Chargor until the Secured Obligations have been paid and discharged in full and the Bank is not under any obligation to make banking or other facilities available to the Chargor and until that time the Chargor shall not request, demand or claim to be entitled to withdraw any amount from such account except (without prejudice to the Bank's rights under this Debenture) as the Bank may in its absolute discretion from time to time permit</p> <p>Blocked Account means the account of the Chargor, held with the Bank, with account number 23576248 and sort code 207898</p> | |
| | 3.5 Intellectual Property | |
| | <p>3 5 1 The Chargor assigns absolutely all its rights and interests in and to the Intellectual Property</p> <p>3 5 2 To the extent the assignment pursuant to clause 3 5 2 does not take effect, the Chargor charges by way of fixed charge all rights in and to the Intellectual Property</p> <p>Intellectual Property means all patents, rights to inventions, utility models, copyright, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets), applications to register any of the aforementioned rights, and any other intellectual property rights or industrial property right of any nature whatsoever in any part of the world, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world, in respect of the Chargor's Business</p> | |

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>3.6 Goodwill</p> <p>The Chargor charges by way of fixed charge its goodwill</p> <p>3.7 Uncalled capital</p> <p>The Chargor charges by way of fixed charge its uncalled capital</p> <p>3.8 Authorisations</p> <p>The Chargor charges by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset</p> <p>Security Assets means all property and assets from time to time charged (or expressed to be charged) by or pursuant to this Debenture</p> <p>3.9 Insurances</p> <p>The Chargor assigns absolutely all its rights and interests under all contracts and policies of insurance</p> <p>3.10 Contractual rights</p> <p>The Chargor assigns absolutely all of its rights under any agreement to which it is a party and which are not otherwise mortgaged, charged by way of fixed charge or assigned under this Clause 3, including, without limitation, its rights under each of the Search Documents</p> <p>3.11 Other assets</p> | |
| | <p>3 11 1 The Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3</p> <p>3 11 2 Paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture</p> <p>3.12 Trust</p> <p>If, or to the extent that, for any reason the assignment or charging of any Security Asset is prohibited, the Chargor holds the same on trust for the Bank</p> | |

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Negative Covenants

8 1 1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan, or otherwise dispose of any Security Asset, or enter into an agreement to make any such disposal

8 1 3 The Chargor shall not

- (a) create or permit to subsist any Security over any Security Asset,
- (b) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (c) enter into any other preferential arrangement having a similar effect

8 2 The Chargor shall not without the written consent of the Bank

- (a) enter into any onerous obligation or restriction affecting any Security Asset,
- (b) in relation to any Land forming part of the Security Assets
 - (i) part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it,
 - (ii) exercise any of the powers conferred by sections 99 and 100 of the Act of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases,
 - (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest,
 - (iv) agree any rent review,
 - (v) make any structural or material alteration, or do or allow anything to be done which falls within the definition of development in section 55 of the Town and Country Planning Act 1990,
 - (vi) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and the Chargor shall reimburse the Bank for its reasonable costs of lodging
 - (aa) a caution against first registration of the title to that Land, or
 - (bb) if that Land is unregistered, a land charge), or

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (vii) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title,
- (c) in relation to any uncalled capital of the Chargor, not call it up or receive it in advance of calls unless the Bank otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Obligations or as the Bank otherwise directs, or
- (d) take any Security in connection with its liability under this Debenture from any guarantor of, or provider of Security for, any of the Secured Obligations

For the purposes of this Form LLMG01, capitalised terms used herein shall, unless otherwise defined in the Form LLMG01, have the meanings given to them in the Debenture

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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

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 *Darshan Loya* X

03.03.10

This form must be signed by a person with an interest in the registration of the charge

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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 Paul Mustafa

Company name Davenport Lyons

Address 30 Old Burlington Street

Post town London

County/Region

Postcode W 1 S 3 N L

Country United Kingdom

DX 37233 Piccadilly 1

Telephone 0207 468 2600



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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



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. OC340348
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23
FEBRUARY 2010 AND CREATED BY THE ESMERALDA MARINE
SEARCH LLP FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE OBLIGOR TO BARCLAYS 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 25 OF THE COMPANIES ACT 2006 AS APPLIED TO THE
LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF
~~COMPANIES ACT 2006) REGULATIONS 2009 ON THE 4 MARCH~~
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MARCH 2010

Dx, 5 eb.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES