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Please complete  
in typescript, or  
in bold black  
capitals

# 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

OC345969

Full Name of Limited  
Liability Partnership

Ladhar Healthcare LLP

Date of creation  
of the charge

31 July 2009

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

Debenture

Amount secured by the  
mortgage or charge

All monies, obligations and liabilities now or at any time hereafter due, owing or incurred by the Company to the Bank (as defined below) on any current or other account or otherwise (whether actual or contingent, as principal or surety or jointly with any other person), and whether originally owing to the Bank or otherwise purchased or acquired by it, including interest, discount, commission, bank charges and other charges and expenses charged by the Bank. Such interest shall be calculated and compounded in accordance with the usual practice of the Bank for the time being as well after as before any demand made or judgment obtained under this Debenture.

Signed



Date

17/08/2009

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 searchers of the public record.

Mincoff Jacksons LLP

DX 62550 Jesmond

Ref: PH

Tel 0191 2816151

E-mail



\*ABXCKCJ9\*

19/08/2009

COMPANIES HOUSE

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

WEDNESDAY

06/2009

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

The Co-operative Bank p.l.c. ("the Bank") whose address for service under this Debenture is No. 2 Cathedral Square, The Cloth Market, Newcastle upon Tyne, NE1 1EE

Short particulars of all the  
property mortgaged  
or charged

See 1 in Addendum

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 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**.

## Addendum 1/2

1. 1. Legal Mortgage over the freehold and leasehold property of the Company owned at the date of this Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon.

### 2.A Fixed Charge over:-

(a) All freehold, leasehold and other immovable property (including heritable property situate in Scotland) at any time belonging to or charged to the Company and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon.

(b) All rights present and future under covenants of title given in relation to the property referred to above ("the Property") and the benefit of all its rights against any lessee, sub-lessee, licensee or other occupier (and their guarantors and sureties) of the Property.

(c) All rights present and future under any contract for sale letting or other disposal of the Property and any option to renew any Lease or purchase any reversion (whether freehold or not) in relation to the Property and all rights present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design, constructing, fitting out, repair or replacement of the Property.

(d) All licences, consents and authorisations (both public and private) present and future.

(e) All plant, machinery, vehicles, computers and other equipment (unless it forms part of its stock in trade or work in progress) and all rights present and future against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement.

(f) The Company's goodwill and uncalled capital.

(g) All stocks, shares and other securities (including debt securities) and interest in any unincorporated business or entity at any time owned by the Company together with all rights and benefits and property in relation thereto.

(h) All interests in and rights under policies of insurance and assurance belonging to the Company and all its rights to other compensation monies payable in respect of assets charged by the Debenture.

(i) All patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know how, inventions, confidential information and other intellectual property rights including the benefit of any pending applications for any of them belonging to the Company including all the Company's rights under any agreements both present and future relating to the use or exploitation of such rights.

(j) All book and other debts at any time owing to the Company and all monetary claims and other amounts recoverable or receivable (whether ascertained or not) by the Company or due or owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money at any time belonging to the Company including payments of or entitlement to claim payment of any taxes, insurance premiums or other overpayments by the Company together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and other encumbrances).

### 3.A Floating Charge over all the Company's undertaking Property and assets whatever and wherever both present and future (including heritable and other property and assets

## Addendum 2/2

in Scotland).

Pursuant to the Debenture the Company has agreed that it will not, without the prior written consent of the Bank, create or allow to subsist any mortgage, charge, assignment by way of security pledge, lien (save where arising by operation of law in the usual course of business) hypothecation, preferential rights (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security or other security interest of any kind over any of the assets charged by the Debenture nor attempt or agree to do so and the Company will not sell, transfer, assign, factor, discount or otherwise dispose of any of the assets charged by the Debenture without the prior written consent of the Bank (except of a disposal at market value in the usual course of trading of assets charged by way of Floating Charge only) or attempt to agree to do so.



## **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. OC345969**

**CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31 JULY  
2009 AND CREATED BY LADHAR HEALTHCARE LLP FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
LIMITED LIABILITY PARTNERSHIP TO CO-OPERATIVE 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 19  
AUGUST 2009

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 AUGUST 2009**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES