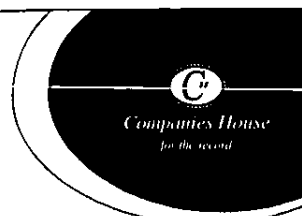


# LL MG01

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



345645/13

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

SATURDAY



\*A268SQMI\*

A02

13/04/2013

#34

COMPANIES HOUSE

### 1 LLP details

LLP number

LLP name in full

☐ ☐ ☐ ☐ For official use

→ **Filing 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

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

**LL MG01****Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)****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	HSBC BANK PLC	
Address	8 CANADA SQUARE	
	CITY OF LONDON	
Postcode	E 1 4 5 H Q	
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	<p>Legal Mortgage on all freehold (including commonhold) and leasehold land now vested in the Limited Liability Partnership together with all building fixtures fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the First Schedule to the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture, and First Fixed Charge on the chattels (including all additions and improvements to and replacement of them from time to time), securities intellectual property and/or other property mentioned in the Second Schedule of the Debenture, and</p> <p>First Fixed Charge on -</p> <p>(i) All the present and future right title and interest of the Limited Liability Partnership in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it</p> <p>(ii) All chattels now or at any time afterwards belonging to the Limited Liability Partnership. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Limited Liability Partnership or which are for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by this Debenture</p> <p>(iii) The benefit of all rights, licences guarantees rent deposits contracts deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Limited Liability Partnership</p> <p>(iv) All book debts and other debts and monetary claims and any rents licences fees or other payments due from any lessee, licensee or occupier of any immovable property (wherever situated) now or at any time afterwards due owing to or incurred to the Limited Liability Partnership. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Limited Liability Partnership to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Limited Liability Partnership shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below</p> <p>(v) Any credit balance on any account of the Limited Liability Partnership with the Bank</p> <p>(vi) Any credit balance on any account of the Limited Liability Partnership with any bank (other than the Bank) or other person</p> <p>(vii) All goodwill and uncalled capital for the time being of the Limited Liability Partnership</p> <p>(viii) All stocks, shares debentures bonds, loan capital and other securities of any description of any other person (including without limitation, any subsidiary or subsidiary undertaking of the Limited Liability Partnership). In addition, all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Limited Liability Partnership, and all dividends interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule of the Debenture collectively called the "securities")</p> <p>(ix) All letters patent trademarks service marks, designs, utility models, copyrights, design rights applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights inventions confidential information know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Limited Liability Partnership (together with any of the same mentioned in the Second Schedule of the Debenture, collectively called the "intellectual property")</p> <p>(x) All policies of life insurance or assurance and all rights and claims to which the Limited Liability Partnership is now or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation the insurances mentioned in clause 8 (a) of the Debenture)</p> <p>(xi) All rights and other property to which the Limited Liability Partnership is now or may at any time afterwards become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction</p> <p>(xii) The benefit of all agreements for the provision by the Limited Liability Partnership to any person or any loan or credit or other financial accommodation of any description (including, without limitation any finance leases and hire or hire-purchase agreements) now or at any time afterwards entered into by the Limited Liability Partnership (xiii) The proceeds of sale of any property mentioned above</p> <p>Floating Charge on all the undertaking of the Limited Liability Partnership and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by this Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated</p> <p>The security contains a negative pledge in favour of HSBC Bank plc which prevents the Company creating new security in relation to the assets secured by this charge and the use of the assets is subject to further restrictions</p>	

**LL MG01**

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

**7****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.

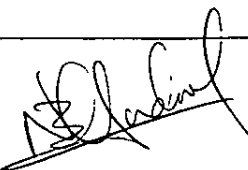
**9****Signature**

Please sign the form here

Signature

Signature

X



X

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

# LL MG01

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



## 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

Company name **HSBC BANK PLC**

**SECURITIES PROCESSING CENTRE**

Address **PO BOX 3924**

Post town **SHEFFIELD**

County/Region **SOUTH YORKSHIRE**

Postcode **S 1 9 B D**

Country **UNITED KINGDOM**

DX **712350 SHEFFIELD 19**

Telephone **08456 035 366**



## 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,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

**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. OC358924  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 APRIL 2013  
AND CREATED BY GTI EUROPE LLP FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE LIMITED  
LIABILITY PARTNERSHIP TO HSBC BANK PLC ON ANY  
ACCOUNT WHATSOEVER 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 13 APRIL  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 APRIL 2013



*DX*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES