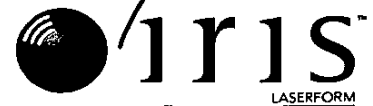


LL MG01

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 re-
gister particulars of a mortgage or ch-
arge for a Scottish LLP
To do this, please use form
LL MG01s

WEDNESDAY

COMPANIES HOUSE



LD4

"L3TIDYIS"
19/10/2011

117

1

LLP details

LLP number

0 C 3 6 5 5 8 9

LLP name in full

SHIRECROFT LLP (the "Chargor")

For official use



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

d 2 d 8 m 0 m 9 y 2 y 0 y 1 y 1

3

Description

Description

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

Debenture (the "Debenture")

4

Amount secured

Amount secured

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

1 The amount secured under the Debenture is the Secured
Liabilities

2 Pursuant to clause 11 (Costs) of the Debenture, the Chargor
covenanted with the Bank that it shall, on demand, pay to the Bank or
the Receiver, or discharge (as the case may be) all Costs incurred by
it in connection with any amendment, variation or release (in whole or
in part), or the enforcement of, or preservation of rights under this
Debenture, in each case on a full and unlimited indemnity basis

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	Bank Frick & Co AG (the "Bank")
Address	Landstrasse 14, 9496 Balzers, Liechtenstein
Postcode	
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>1 Pursuant to clause 2 1 of the Debenture, the security created under the Debenture is continuing security for the payment and discharge of the Borrower Liabilities by the Borrowers and the payment and discharge of the Chargor Liabilities by the Chargor</p> <p>2 Pursuant to clause 2 2 (Property) to clause 2 9 (insurance) (inclusive) of the Debenture, the Chargor charged, with full title guarantee, by way of first fixed charge</p> <p>(a) the Property and all Rights relating to such Property</p> <p>(b) the Book Debts</p> <p>(c) all the Intellectual Property Rights now or in the future owned, possessed or controlled by the Chargor (whether alone or with others) anywhere in the world</p> <p>(d) the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of the Chargor relating to the use or exploitation by or on behalf of the Chargor anywhere in the world of any Intellectual Property Rights owned by others</p> <p>(e) all the Chargor's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world</p> <p>(f) the Plant and Machinery</p> <p>(g) the Securities</p> <p>(h) all Derivative Assets of a capital nature</p> <p>(i) all Derivative Assets of an income nature</p> <p>(j) all present and future bank accounts (including without limitation the Bank Accounts), cash at bank and credit balances of the Chargor (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest)</p> <p>(k) all the goodwill and uncalled capital for the time being of the Chargor</p> <p>(l) all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances</p> <p>(m) all other present and future insurances and the proceeds of such insurances</p> <p>(n) the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Chargor in respect of any Fixed Charge Asset</p>
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PLEASE ALSO SEE CONTINUATION SHEETS

LL MG01 - continuation page

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

3 Pursuant to clause 3 10 (Assigned Contracts) of the Debenture, the Chargor charged, with full title guarantee, by way of absolute legal assignment, all its right, title, interest and benefit in and to
(a) all present and future Quarterly Amounts and the Final Minimum Sum,
(b) the Principal Exploitation Agreement Guarantee,
(c) all of the Letters of Credit,
(d) all substitute Letters of Credit, deposit and other security which may be provided to it as contemplated by any Letter of Credit, and
(e) in respect of any of the assets referred to in any of Clause 2 10(a) to (d) of the Debenture the right to make a demand thereunder, the debts represented thereby and all cases and rights of action in relation thereto

4 Pursuant to clause 2 11 (Accruals etc) of the Debenture, the Chargor charged, with full title guarantee
(a) by way of absolute legal assignment, all rights, money or property accruing or payable to the Chargor now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 2 2 (Property) to 2 10 (Assigned Contracts) (inclusive) of the Debenture, and
(b) by way of first fixed charge, the Chargor's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered

5 Pursuant to clause 2 12(a) (Floating Charge) of the Debenture, the Chargor charged, with full title guarantee, by way of first floating charge, all the undertaking and assets of the Chargor whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Chargor referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 2 2 (Property) to 2 11 (Accruals etc) (inclusive) of the Debenture

6 Pursuant to clause 2 12(b) of the Debenture, the floating charge created by the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

7 Pursuant to clause 2 13 of the Debenture, the assignments set out in Clauses 2 10 (Assigned Contracts) and 2 11 (Accruals etc) are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only

Notes

1 Pursuant to clause 5 (Further Assurance) of the Debenture, the Chargor covenanted with the Bank that it shall at any time if required by the bank and at its own expense
(a) execute and deliver to the Bank such further legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Bank may in its discretion require of the whole or such part of the Assets as the Bank may specify, in such form as the Bank in its discretion may require, to secure the payment or discharge of the Borrower Liabilities by the Borrowers and the payment and discharge of the Chargor Liabilities by the Chargor or to vest the whole or such part of the Assets in the Bank, the nominee of the Bank or in any purchaser from the Bank or the Receiver or to perfect or protect the mortgages, charges and assignments created by the Debenture, and
(b) pending the execution and delivery of any such assignments, hold such Assets upon trust for the Bank or in any other manner required by the Bank subject to the provisions of the Debenture

LL MG01 - continuation page

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

2 Pursuant to clause 10 3 (Restriction on dealing) of the Debenture, the Chargor covenanted with the Bank that it shall not, without the express prior written consent of the Bank, and save in accordance with the terms of the Principal Exploitation Agreement as at the date of the Debenture (a) create or allow to exist any Security on any of its assets, or (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of any of its assets, or (c) deal with any of the Charged Property (including without limitation, factoring, discounting or assigning any of such assets or agreeing or purporting to do so) other than (i) in accordance with Clause 7 3 (Withdrawals from the Dedicated Accounts) or Clause 10 4 (Collection of Charged Property) of the Debenture, or (ii) dealings with Intellectual Property Rights (including licensing thereof) in the ordinary course of trading (provided that such dealings do not amount to a disposal of such Intellectual Property Rights), save that the Chargor may dispose of assets which are charged solely by the floating charges created by the Debenture in the ordinary course of trading

Definitions:

The following definitions shall apply for this form LLMG01

"Assets" mean the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of the Chargor

"Bank Accounts" mean the Dedicated Account and all current, deposit or other accounts with the Bank in which the Chargor now or in future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts

"Book Debts" mean

(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor, and (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

"Borrower" means each of the members of the Chargor as set out in the Schedule to the Debenture and **"Borrowers"** means two or more of them

"Borrower Documents" means each of (i) the Facility Agreements, (ii) any documents from time to time executed pursuant thereto or supplemental thereto or in connection with a Facility Agreement, and (iii) any other document designated as a Borrower Document in writing by the Bank and the Chargor, in each case as amended, varied, restated, supplemented, substituted, replaced or novated

LL MG01 - continuation page

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

"Borrower Liabilities" mean all present or future money, debts, obligations and liabilities (including interest or default interest payable on overdue sums) from time to time due, owing or incurred by each Borrower to the Bank (or its assignee or successor) under or in connection with any Borrower Document (whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, whether express or implied, or otherwise), including, without limitation all Costs properly incurred by the Bank in the protection, presentation and enforcement of its rights in relation to the Borrower Documents

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Bank pursuant to the Debenture, including, where the context permits, the proceeds of sale or realisation thereof

"Chargor Documents" means each of (i) the Debenture, (ii) any documents from time to time executed pursuant thereto or supplemental thereto or in connection with the Debenture, and (iii) any other document designated as a Chargor Document in writing by the Bank and the Chargor, in each case as amended, varied, restated, supplemented, substituted, replaced or novated

"Chargor Liabilities" mean all present or future money, debts, obligations and liabilities (including interest or default interest payable on overdue sums) from time to time due, owing or incurred by the Chargor to the Bank (or its assignee or successor) under or in connection with any Chargor Document (whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, whether express or implied, or otherwise), including, without limitation all Costs properly incurred by the Bank in the protection, presentation and enforcement of its rights in relation to the Chargor Documents For the avoidance of doubt, and without prejudice to Clause 7 3 (Withdrawals from the Dedicated Accounts) of the Debenture, the Chargor Liabilities do not include any amount due from the Borrowers to the Bank under the Facility Agreements and do not impose any obligation on the Chargor to pay any such amount

"Costs" mean all costs, fees, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements

"Dedicated Account" means the account of the Chargor held with the Bank, account no 603222 001 001 826, IBAN LI46 0881 1060 3222 K001 G and with designation "Blocked Bank re Shirecroft LLP" or any replacement account agreed to be designated as such by the Bank and the Chargor into which the Charged Property (or their proceeds) are required to be paid

"Derivative Assets" mean all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time (by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise) attributable to any of the Securities or any Derivative Assets previously described

"Facility Agreements" means the facility letters entered into between the Borrowers and the Bank on or about the date of this Debenture and **"Facility Agreement"** means any of them

"Final Minimum Sum" means the amount specified in Appendix II of the Principal Exploitation Agreement which is payable to the Chargor and is subject to adjustment in accordance with the provisions of the Principal Exploitation Agreement

LL MG01 - continuation page

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

"Fixed Charge Asset" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 2 (Security), or (with effect from the date of its creation) any security created pursuant to Clause 5 (Further Assurance) of the Debenture

"Fixtures" mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Chargor and deemed by law to be immovable property other than tenant's fixtures

"Intellectual Property Rights" means patents, trade marks or names whether or not registered or capable of registration, registered designs, design rights, domain names, copyrights (including without limitation audio, visual or performance related work or material and copyrights in screenplay), database rights, the right to apply for and applications for any of the preceding items, together with the rights in inventions, processes, software, know-how, trade or business secrets, confidential information or any process or other similar right or asset capable of protection enjoyed, owned, used or licensed by the Chargor and all other intellectual and industrial property rights throughout the world directly or indirectly arising from the existence or activities of the Chargor or relating to in any manner to the Chargor or its business, all licenses of the intellectual property referred to above, all future income and proceeds from any such intellectual property and all rights to damages and profits by reason of the infringement of any such intellectual property

"Letter of Credit" means any letter of credit or guarantee or similar security issued or to be issued in favour of the Chargor in connection with the Quarterly Amounts and the Final Minimum Sum dated on or about the date of the Debenture

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of this Debenture become, the property of the Chargor

"Principal Exploitation Agreement" means the principal exploitation agreement entered into on or about the date of the Debenture between the Chargor and Shamrock

"Principal Exploitation Agreement Guarantee" means the deed of guarantee and indemnity entered into on or about the date of the Debenture between the Chargor and Shamrock Solutions UK Limited in respect of Shamrock's obligations to the Chargor under the Principal Exploitation Agreement

"Property" means all estates and other interests in any freehold, leasehold or other immovable property, including, without limitation, all Fixtures on such property, (but excluding any interest in land in Scotland), all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which the Chargor is entitled in respect of such property all of which are now or at any time after the date of the Debenture become the property of the Chargor, and **"Properties"** shall be construed accordingly

"Receiver" means any receiver appointed pursuant to the Debenture, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver

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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

"Rights" mean, all the Chargor's rights, title and interest from time to time in any real property lease, real property licence or occupational right whatsoever together with the entire benefit of all the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any agreements which may be granted by the Chargor or any person deriving title from the Chargor from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Chargor has an interest)

"Secured Liabilities" mean the Chargor Liabilities and the Borrower Liabilities

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Chargor, together with all property and rights of the Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Shamrock" means Shamrock Solutions Limited, a company incorporated under the laws of the Republic of Ireland (Company number 435015) and having its registered office at c/o Bardon Molumby, Chartered Accountants, Kellyville Centre, Portlaoise, County Laois, Republic of Ireland

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

None

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 *Edwin Coe LLP* 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

Edwin Coe LLP

Address 2 Stone Buildings

Lincolns Inn

Post town London

County/Region London

Postcode

W

C

2

A

3

T

H

Country United Kingdom

DX DX 191 LDE CHANCERY LANE

Telephone 020 7691 4000



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 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. OC365589
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE EXECUTED OUTSIDE
THE UNITED KINGDOM OVER PROPERTY SITUATED THERE
DATED 28 SEPTEMBER 2011 AND CREATED BY SHIRECROFT
LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE LIMITED LIABILITY PARTNERSHIP TO BANK FRICK
& CO (THE BANK) OR THE RECEIVER 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 19
OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 OCTOBER
2011

D x



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES