

# 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

613436/13

☒ **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

TUESDAY



A07 22/01/2013 #249  
COMPANIES HOUSE

<b>1</b>	<b>LLP details</b>		For official use
LLP number	O	C 3 1 4 7 2 4	<b>→ Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
LLP name in full	COBBETTS LLP (the 'Company')		
<b>2</b>	<b>Date of creation of charge</b>		
Date of creation	d <sub>1</sub> d <sub>6</sub> m <sub>0</sub> m <sub>1</sub> y <sub>2</sub> y <sub>0</sub> y <sub>1</sub> y <sub>3</sub>		
<b>3</b>	<b>Description</b>		
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Debenture (the 'Debenture')		
<b>4</b>	<b>Amount secured</b>		
	Please give us details of the amount secured by the mortgage or charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Amount secured	Please see attached continuation sheet		

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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 Lloyds TSB Bank Plc (the 'Bank')

Address Lloyds Banking Group, 8th Floor, 40 Spring Gardens  
Manchester

Postcode M 2 1 E N

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 Please see attached continuation sheet

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## 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

nil

## 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.

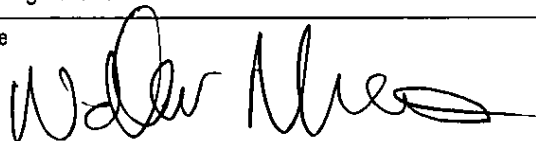
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK. The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the 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

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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 Natalie Knowles

Company name Walker Morris

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode L S 1 2 H L

Country

DX DX 12051 Leeds 24

Telephone 0113 2832500



## 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)

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>1</p> <p>(a) all money and liabilities whether actual or contingent (including further advances made after the date of the Debenture by the Bank) which now are or at any time after the date of the Debenture may be due, owing or incurred by the Company to the Bank anywhere or for which the Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law),</p> <p>(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Company or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select,</p> <p>(c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Debenture or the Charged Property (including any acts necessary to release the Charged Property from the Debenture), or in enforcing the security created by the Debenture on a full and unqualified indemnity basis, and</p> <p>(d) any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Debenture. Such fees shall be payable at such rate as may be specified by the Bank</p> <p>2 All other money and liabilities expressed to be secured by the Debenture (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 10, 13, 14, 18, 23) and all other obligations and liabilities of the</p>	

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

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## Amount secured

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

Amount secured

Company under the Debenture

### DEFINITIONS

The terms defined in this form MG01 and its continuation pages shall have the same meaning as given to them below, unless otherwise stated

**Charged Property** means the undertaking, assets, properties, revenues, rights and benefits described in sub-clause 4.1 of the Debenture (as referred to in part 6 of this form LLMG01) and references to the Charged Property include references to any part of it,

**Charged Securities** means

- (a) all those Securities which (or the certificates of which) are now or may at any time in the future be
  - (i) lodged with or held (in certificated or uncertificated form) by the Bank or its agents on behalf or for the account of the Company, or
  - (ii) transferred to or registered in the name of the Bank or its nominee(s) on behalf or for the account of the Company, or
  - (iii) held (whether in certificated or uncertificated form) by any person other than the Company for or to the order of the Bank or its nominee(s) at the request of or by arrangement with the Company, or
  - (iv) held in uncertificated form by a member of CREST or any other similar system (including the Company itself if a member of CREST or other similar system) where the Bank or its nominee(s) may to the exclusion of the member of the system direct the transfer of such Securities,

(whether lodged, held, transferred or registered for safe custody, collection, security or for any specific purpose or generally and either before or after the date hereof), and

- (b) the benefit of all agreements, arrangements, undertakings or accounts under which any person holds on behalf of or on trust for the Company or has an obligation to deliver or transfer, any such Securities to the Company or to the order of the Company, and

- (c) all those Securities held by the Company in any subsidiary undertaking as defined in Section 1162 (together with Schedule 7) of the Companies Act 2006,

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

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## Amount secured

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

Amount secured

**Credit Agreements** means all agreements now or hereafter entered into by the Company under which the Company has provided or agreed to provide credit (as defined by section 9 of the Consumer Credit Act 1974) to any person of any amount and all agreements now or hereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company,

**Enfranchising Legislation** means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 and the Leasehold Reform, Housing and Urban Development Act 1993 and the Commonhold and Leasehold Reform Act 2002 but does not include Part II of the Landlord and Tenant Act 1954,

**Hiring Agreements** means all agreements (not being Credit Agreements) now or hereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) now or hereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company,

**Instalment Credit Agreements** means the Credit Agreements and the Hiring Agreements,

**Intellectual Property Rights** means

(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programs, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Company is legally, beneficially or otherwise interested,

(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company,

**Interests in Securities** means the Charged Securities and all stocks, shares, securities, rights, money or property or other assets accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Charged Securities including without limitation all dividends, interest and other income

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### Amount secured

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

Amount secured

payable in connection therewith,

**Non-Vesting Debts** means all book and other debts which are purchased or purported to be purchased by the Bank pursuant to any debt purchase, invoice discounting or other financing arrangement relating to the purchase of any debts for the time being in force between the Company and the Bank but which fail to vest absolutely and effectively in the Bank for any reason,

**Related Rights** means in relation to any book or other debts

(a) all security, bonds, guarantees, indemnities in relation to such debts,

(b) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due under the contract or arrangement under which such debts arise,

(c) the benefit of all covenants and undertakings from, and all causes and rights of action against, the debtor in respect of amount due and to become due under the contract or arrangement under which such debts arise, and

(d) all ledgers, documents, computer or electronic data (including operating systems) recording or evidencing such debts,

**Secured Obligations** means

(a) all money and liabilities and other sums hereby agreed to be paid by the Company to the Bank; and

(b) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 10, 13, 14, 18, 23 of the Debenture) and all other obligations and liabilities of the Company under the Debenture,

**Securities** means all stocks, shares, bonds, certificates of deposit, bills of exchange, depository receipts, loan capital, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement) and other securities of any kind (whether in certificated or uncertificated form and whether marketable or otherwise)



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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

- 1 1 The Company with full title guarantee charges with the payment of the Secured Obligations and so that the charges created shall be a continuing security
- First The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule (there are no properties specified in the Schedule to the Debenture) (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land of whatever description both present and future
- Secondly All the right, title and interest of the Company in all fixed plant and machinery on any freehold or leasehold property forming part of the Charged Property from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments
- Thirdly All book debts (including without limitation any book debts which are Non-Vesting Debts) both present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) the Related Rights, negotiable or non-negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights
- Fourthly All other debts (including without limitation any other debts which are Non-Vesting Debts), claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing)
- (a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including choses in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof), excluding at all times all client monies,
  - (b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof),
  - (c) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Company under any building,

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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

construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),

- (d) without prejudice to paragraph (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance),
- (e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and
- (f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are Thirdly described in this sub-clause

Fifthly Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods

the full benefit of and all rights under the Credit Agreements, including all money payable under or in respect of the Credit Agreements,

- (a) the full benefit of and all rights under the Hiring Agreements, including all money payable under or in respect of the Hiring Agreements,
- (b) the full benefit of and all rights relating to the Instalment Credit Agreements including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees,
- (c) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company, and
- (d) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto

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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

Sixthly

the Charged Securities,

(a) all rights in respect of or incidental to the Charged Securities, and

(b) the Interests in Securities

Seventhly The Intellectual Property Rights

Eighthly The goodwill and the uncalled capital of the Company both present and future

Ninthly All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) now or at any time hereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company

Tenthly All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

Eleventhly The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly, and Tenthly described (if and in so far as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges), excluding at all times all client monies

1 2 The security created by the Debenture shall as regards the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described be first fixed charges (and as regards all those parts of the Charged Property First described now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as regards the Charged Property Eleventhly described shall be a first floating charge

1 3 The security constituted by the Debenture shall extend to all beneficial interests of the Company in the Charged Property and to any proceeds of sale or other realisation thereof or of any part thereof

1 4 The Debenture shall bind the Company as a continuing security for the Secured Obligations notwithstanding that the liabilities of the Company to the Bank may from time to time be reduced to nil

1 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture

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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

#### 2 Negative Pledge

2 1 The Company shall not without the prior written consent of the Bank

- (a) sell, assign, license, sub-license, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property Eleventhly described) subject as provided in clause 5 7(a) of the Debenture,
- (b) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property except a lien arising by operation of law in the ordinary course of the Company's business as conducted during the 12 months preceding the date when the lien first came into existence,
- (c) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause 2 1(b) above,
- (d) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property Eleventhly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date hereof,
- (e) vary or purport to vary any Instalment Credit Agreement or any security or guarantee provided in relation thereto or give any consents or licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Company shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Bank for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee, or
- (f) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following
  - (i) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier, and/or
  - (ii) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party

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Short particulars

whatsoever, and/or

(iii) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in sub-clause 2 1(f) (ii) above

### 3 Further Assurance

The Company shall at any time if and when required by the Bank execute and deliver to the Bank or as the Bank shall direct such further legal or other assignments, mortgages, securities, charges, agreements or other legal documentation as the Bank shall require of and on all or any of the Charged Property to secure payment of the Secured Obligations. Such assignments, mortgages, securities, charges, agreements or other legal documentation shall be prepared by or on behalf of the Bank at the cost of the Company and shall contain all such clauses for the benefit of the Bank as the Bank may require including without limitation, if so required by the Bank in the case of a mortgage or charge on any freehold or leasehold property, any such clauses as are contained in any of the Bank's standard forms of mortgage from time to time and, in the case of securities over heritable property, any such clauses as are contained in any of the Bank's standard forms of standard security from time to time

### 4 Note

4 1 The Debenture gives the Bank the power to appoint an administrator and/or a receiver

4 2 The Debenture contains a power of attorney



## **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. OC314724  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 JANUARY  
2013 AND CREATED BY COBBETTS LLP FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE LIMITED  
LIABILITY PARTNERSHIP TO LLOYDS TSB 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 22  
JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY  
2013



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES