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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.

LLP Number **OC341692**

For official use

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Full Name of Limited
Liability Partnership **FL & Son LLP**Date of creation
Of the charge **22 day of January 2009**Description of the instrument
(if any) creating or evidencing
the charge (note 2) **Debenture**Amount secured by the
mortgage or charge **All the Limited Liability Partnership's liabilities to The Royal
Bank of Scotland plc (present, future, actual or contingent
and whether incurred alone or jointly with another)
including interest and expenses.**Signed **For The Royal Bank of Scotland plc**Date **23/01/09**

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.

Our Ref: 151376/New Requests

The Royal Bank of Scotland plc**Credit Documentation****DX 717830 Sheffield 30****Tel: 0845 300 5145**

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24/01/2009

COMPANIES HOUSE

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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

SATURDAY

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

The Royal Bank of Scotland plc
36 St Andrew Square
Edinburgh
EH2 2YB

Short particulars of all the property mortgaged or charged

- 1 By way of fixed charge the following property of the LLP owned now or in the future:-
- (i) all interests in any heritable freehold and leasehold land (Land) vested in or charged to the LLP, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land;
 - (ii) all plant and machinery, including any associated warranties and maintenance contracts;
 - (iii) all the goodwill of the LLP's business;
 - (iv) any uncalled capital;
 - (v) all stock, shares and other securities held by the LLP at any time in any subsidiary and all income and rights relating to those stocks, shares and securities;
 - (vi) all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights;
 - (vii) the benefit of any hedging arrangements, futures transactions or treasury instruments.
- 2 By way of floating charge all the other property, assets and rights of the LLP owned now or in the future which are not subject to an effective fixed charge under the Debenture or any other security held by the Bank.

Note 1 The Debenture contains covenants by the LLP that the LLP will not without the Bank's consent:-

- (a) permit or create any mortgage, standard security, charge or lien on the property;
- (b) dispose of the property of the LLP, owned now or in the future, charged by way of fixed charge;
- (c) dispose of the property, other than in the ordinary course of business, charged by way of floating charge;
- (d) call on, or accept payment of, any uncalled capital;
- (e) deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the LLP will not realise its book and other debts by means of invoice discounting or factoring arrangements;
- (f) grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or subletting;
- (g) dispose of, part with or share possession or occupation of any of its Land.

Note 2 The Debenture gives the Bank the power to appoint an Administrator.

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 LLP 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 Cheques and Postal Orders must be made payable to Companies House.
- * As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001

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Particulars of a mortgage or charge (continued)

*Please complete
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Continuation Sheet No
to Form LLP395 and 410 (Scot)

LLP Number

OC341692

Full Name of Limited Liability Partnership

FL & Son LLP

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Short particulars of all the property mortgaged or charged (Continued)

Particulars as to commission allowance or discount



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. OC341692

CHARGE NO. 1

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22
JANUARY 2009 AND CREATED BY FL & SON LLP FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
LIMITED LIABILITY PARTNERSHIP TO ROYAL BANK OF
SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER 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 24 JANUARY 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JANUARY
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**