

840099/13
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

You cannot use this for
particulars of a mortgage
for a Scottish LLP
To do this, please use f
LL MG01s

FRIDAY



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26/08/2011

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COMPANIES HOUSE

1

LLP details

LLP number

0 C 3 6 2 1 8 9

LLP name in full

Capital Land Partners LLP (the "Chargor")

2

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

d1 d2 m0 m8 y2 y0 y1 y1

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

Shares Charge

4

Amount secured

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

Amount secured

All monies from time to time due or owing, and all
obligations and other actual or contingent
liabilities from time to time incurred, by the
Chargor or the Lender under the Finance Documents
or on any other account

(a) in whatever currency,

(b) whether due, owing or incurred alone or jointly
with others or as principal, surety or otherwise,
and

(c) including monies and liabilities purchased by
or transferred to the Lender,

(Please see the continuation page)

Continuation page

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

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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	Endeavour Financial Limited (the "Lender")									
Address	171 Main Street, Road Town, Tortola, British Virgin Islands									
Postcode	V	G	1	1	1	0				
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>As security for the Secured Liabilities, the Chargor with full title guarantee charges to the Lender by way of first fixed charge (taking effect in an equitable mortgage) all of its rights in and to the Shares</p> <p><u>Negative Pledge</u></p> <p>1 The Chargor undertakes that it will not, at any time prior to the Discharge Date, create or permit to subsist any Security Interest over any Secured Asset other than any floating charge over any Shares in favour of a Settlement Bank which has arisen pursuant to the rules and regulations of the relevant Settlement System</p> <p>2 The Chargor undertakes that it will not, at any time prior to the Discharge Date, dispose of (or agree to dispose of) any Secured Asset</p> <p>3 The Chargor shall manage the Secured Asset in a proper and efficient manner and in particular shall not do, permit or allow to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the security held by the Lender or the value of the Secured Assets and shall immediately inform the Lender of anything which occurs which might have that effect.</p> <p><u>Definitions:</u></p> <p>"Companies" means Hanover Ramsgate Limited and Hanover Stanford Limited</p> <p>"Discharge Date" means such date upon which the Lender shall have notified the Chargor that the Loan and all other amounts arising under or in connection with the Facility Agreement and the other Finance Documents shall have been irrevocably paid and discharged in full,</p> <p>(Please see the continuation sheet)</p>
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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.

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Signature

Please sign the form here

Signature

Signature

X *Gately LLP*

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 Joshua Pendergast

Company name Gateley LLP

Address One Eleven Edmund Street

Post town Birmingham

County/Region

Postcode B 3 2 H J

Country

DX 13033 Birmingham 1

Telephone 0121 234 0000



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

LL MG01 - continuation page

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Amount secured

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

Amount secured

(continued).

but excluding any money, obligation or liability which would cause the covenant set out in Clause 2 1 (Covenant to pay) of the Shares Charge or the security which would otherwise be constituted by the Shares Charge to be unlawful or prohibited by any applicable law or regulation

Together the "**Secured Liabilities**"

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Short particulars

(continued)

a **"Disposal"** includes any lease, licence, transfer, sale or other disposal of any kind (with related words being construed accordingly),

"Facility" means the GBP £800,000 loan facility made available to the Chargor pursuant to the Facility Agreement,

"Facility Agreement" means the facility agreement dated 9 August 2011 between the Chargor and the Lender.

"Finance Documents" has the meaning given in the Facility Agreement and includes the Facility Agreement and the Shares Charge

"Indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

"Loan" means the loan in the principle amount of GBP £800,000 to be made under the Facility or the principle amount outstanding for the time being of the loan,

"Right" includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future (and any reference to rights in a particular asset or type or category of assets includes any rights in the proceeds of any disposal of that asset or any assets within that type or category);

"Security Interest" means

- any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust, arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,

- any blocked account or "flawed asset" arrangement which has the commercial effect of creating security for Financial Indebtedness,

- any right of set-off, whether it is created by agreement or by operation of law, and

- any other proprietary interest created or arrangement entered into in relation to Financial Indebtedness which has the commercial effect of creating security for it,

"Secured Assets" means the Shares and the Uncertified Rights and the other assets from time to time the subject of this Security, **"Secured Asset"** means any of them and any reference to one or more of the Secured Assets includes all or any part of it or each of them

"Security" means the Security Interests constituted by or pursuant to this Shares Charge,

"Shares" means the shares in the Companies held by the Chargor and includes any stocks, shares, bonds, gilts and securities of any kind, negotiable instruments and warrants



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. OC362189
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARES CHARGE DATED 12
AUGUST 2011 AND CREATED BY CAPITAL LAND PARTNERS
LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO ENDEAVOUR FINANCIAL LIMITED
ON ANY ACCOUNT WHATSOEVER 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 26
AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 AUGUST 2011

Ja



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES