

LL MR01

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



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is
instrument Use form LL MR08



A2DFQFOP

A14 26/07/2013 #118
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1	LLP details		For official use	
LLP number	O	C	3	7
LLP name in full	Paul Rooney Solicitors LLP			
→Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *				
2	Charge creation date			
Charge creation date	2	4	0	7
	2	0	1	3
3	Names of persons, security agents or trustees entitled to the charge			
Please show the names of each of the persons, security agents or trustees entitled to the charge				
Name	The Royal Bank of Scotland plc			
Name				
Name				
Name				
If there are more than four names, please supply any four of these names then tick the statement below				
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge				

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4	Description	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
	Description	
5	Fixed charge or fixed security	
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the LLP? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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Trustee statement *

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form LL MR06)

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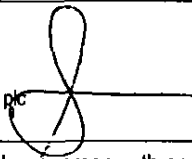
Signature

Please sign the form here

Signature

Signature

For The Royal Bank of Scotland plc
Duly Authorised Official



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

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✓ Presenter information	! Important information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the LLP's Registered Office address.	Please note that all information on this form will appear on the public record
Contact name	£ How to pay
Company name The Royal Bank of Scotland plc	A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper
Address	Make cheques or postal orders payable to 'Companies House'
Post town	✓ Where to send
County/Region	You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:
Postcode	For LLPs registered in England and Wales. The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
Country	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)
DX DX 717830 Sheffield 30	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
Telephone	i Further information
✓ Certificate	For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk
We will send your certificate to the presenter's address if given above or to the LLP's Registered Office if you have left the presenter's information blank.	This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk
✓ Checklist	
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following	
<input type="checkbox"/> The LLP name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of the persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC375908

Charge code. OC37 5908 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2013 and created by PAUL ROONEY SOLICITORS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 26th July 2013

DX

Given at Companies House, Cardiff on 29th July 2013



THIS DOCUMENT AND THE BANK'S DEBENTURE TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Owner: Paul Rooney Solicitors LLP **Registered No:** OC375908

Bank: The Royal Bank of Scotland plc

The Bank's Debenture Terms form part of this deed and are available to be read and printed online

To access the Terms go to www.rbs.co.uk/terms and enter **deb0910**, or a copy can be obtained from the Owner's Relationship Manager or the contact at the Bank who supplied this deed

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1 1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank
- 1 2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with
 - 1 2 1 the **Property** charged by Clause 2. References to Property include any part of it
 - 1 2 2 taking, perfecting, protecting, enforcing or exercising any power under this deed

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, gives to the Bank

- 2 1 a fixed charge over the following property of the Owner, owned now or in the future
 - 2 1 1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land
 - 2 1 2 all plant and machinery, including any associated warranties and maintenance contracts
 - 2 1 3 all the goodwill of the Owner's business
 - 2 1 4 any uncalled capital
 - 2 1 5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities
- A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others
- 2 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights
- 2 1 7 the benefit of any hedging arrangements, futures transactions or treasury instruments
- 2 2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument
Per Pro

3. **Appointment of Receiver or Administrator**

The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner

4. **Restrictions**

The Owner will not, without the Bank's consent

- 4 1 permit or create any mortgage, standard security, charge or lien on the Property
- 4 2 dispose of the Property charged by Clause 2 1
- 4 3 dispose of the Property charged by Clause 2 2, other than in the ordinary course of business
- 4 4 call on, or accept payment of, any uncalled capital
- 4 5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements
- 4 6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting
- 4 7 dispose of, part with or share possession or occupation of any of its Land

5. **Client Information**

- 5 1 The Bank or anyone acting on behalf of the Bank will not access any Client Information, or disclose any Client Information, which comes to its attention, unless required by law. **Client Information** is any of the Owner's records and information which is confidential to a client or former client or legally privileged, and which is not in the public domain
- 5 2 If the Bank appoints a receiver, it will require that
 - 5 2 1 if the receiver (or one of joint receivers) is a solicitor, the receiver gives the Solicitor's Undertaking
 - 5 2 2 if the receiver is not a solicitor, the receiver undertakes not to access any Client Information, or disclose any Client Information which comes to the receiver's attention, unless required by law, and to require that anyone else employed by the receiver gives the same undertaking. The receiver will appoint a solicitor, who must give the Solicitor's Undertaking, as special manager, to recover the debts owing to the Owner
- 5 3 The **Solicitor's Undertaking** is that the solicitor will accept the same duty of confidentiality towards the Owner's clients and former clients that applied to the Owner's members and will not disclose Client Information except where the Owner's members could have done so or to a receiver who is a solicitor who has provided the same undertaking

5 4 A receiver who is a solicitor, or any appointed solicitor may use the services of employees of the Owner in the recovery of the Owner's debts

Executed and Delivered as a deed by
the Owner

)
)
)
)
)
Member

Where only one Member signs, a witness is required

Signed by the Member in the presence of

Witness' signature

Witness' name in full

Address

Occupation

[Redacted]
[Redacted]
TONY POPC
[Redacted]
[Redacted]

Date

2 4 0 7 1 3

You must date
the document

Signed for the Bank

[Redacted]
[Redacted]
[Redacted]