

# LL MG01

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



108136/13

### 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  
register particulars of a mortgage or  
charge for a Scottish LLP  
To do this, please use form  
LL MG01s

FRIDAY



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22/06/2012

#135

COMPANIES HOUSE

<b>1</b>	<b>LLP details</b>	For official use
LLP number	0 C 3 1 0 2 7 5	<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	Stirling Investment Properties LLP (the "Chargor")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d7 d m y2 y0 y1 y2	
<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	A legal mortgage dated 7 June 2012 made by the Chargor in favour of Lloyds TSB Bank plc (the "Lender") (the "Legal Mortgage").	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Chargor or by some other person) of the Chargor to the Lender (the "Secured Obligations")	<b>Continuation page</b> Please use a continuation page if you need to enter more details

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## 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

Address

Citymark

150 Fountainbridge, Edinburgh

Postcode

E H 3 9 P E

Name

Address

Postcode

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## 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 continuation page for the short particulars

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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

None

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## 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 *Jessica Day* X  
*Clifford Chance LLP*

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 Nadia Seemuth (70-40518426)

Company name Clifford Chance LLP

Address (via London counter)

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



## 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:**

- ☐ [x] The LLP name and number match the information held on the public Register
- ☐ [x] You have included the original deed with this form
- ☐ [x] You have entered the date the charge was created
- ☐ [x] You have supplied the description of the instrument
- ☐ [x] You have given details of the amount secured by the mortgagee or chargee
- ☐ [x] You have given details of the mortgagee or person(s) entitled to the charge
- ☐ [x] You have entered the short particulars of all the property mortgaged or charged
- ☐ [x] You have signed the form
- ☐ [x] 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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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

In the Legal Mortgage

1 The Chargor has charged with full title guarantee in favour of the Lender, with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property

2 The Chargor has assigned and agreed to assign absolutely with full title guarantee to the Lender (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3 1 (*Legal mortgage*) of the Legal Mortgage (as described in paragraph 1 above) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets

(a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Mortgaged Property and all other Related Rights,

(b) any Rental Income and Disposal Proceeds and the right to make demand for and receive the same, and

(c) any Insurance Policies and all proceeds paid or payable thereunder and all other Related Rights

3 The Chargor has charged with full title guarantee in favour of the Lender (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3 1 (*Legal mortgage*) of the Legal Mortgage (as described in paragraph 1 above) or assigned pursuant to Clause 3 2 (*Assignment by way of Security*) of the Legal Mortgage (as described in paragraph 2 above) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets

(a) the Mortgaged Property and all Related Rights,

(b) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered, and

(c) each of the assets which are specified in Clause 3 2 (*Assignment by way of Security*) of the Legal Mortgage (as described in paragraph 2 above)

This Legal Mortgage has covenants for negative pledge and further assurance

#### Definitions

"**Charged Assets**" means each of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Lender by or pursuant to the Legal Mortgage (being each of the assets subject to the security described in paragraphs 1, 2 and 3 above)

"**Disposal**" means the disposal of the Chargor in the whole or part of any of the Charged Assets

"**Disposal Proceeds**" means all sums paid or payable or any other consideration given or to be given for a Disposal including (without double counting)

(a) all such sums and other consideration,

(b) all compensation and damages received for any use or disturbance, blight or compulsory purchase,

(c) the cash value of any apportionment of any Rental Income or other sum given or made to any purchaser or other person upon such a disposal,

(d) the sum of any deposit paid upon exchange of contracts except to the extent that, and for so long as, any such deposit is held on behalf of a third party, and

(e) any amount in respect of or which represents VAT chargeable in respect of any sum referred to in paragraphs (a) to (d) above.

"**Insurance policy**" means any policy of insurance in which the Chargor may at any time have an interest entered into in respect of the Charged Assets

"**Mortgaged Property**" means

(a) the freehold property specified in Schedule 1 (Mortgaged Property) of the Legal Mortgage, being the freehold land lying to the south of Lockhouse Road,

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## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Tinsley, Sheffield, registered with title number SYK566243, and

(b) any buildings, fixtures, fittings, fixed plant, machinery, vehicles, computer and other equipment comprised in such property from time to time situated on or forming part of such freehold property, and

(c) all Related Rights

"**Related Rights**" means, in relation to any asset

(a) the proceeds of sale of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and

(d) any moneys and proceeds paid or payable in respect of that asset

"**Rental Income**" means the aggregate of all amounts payable to or for the benefit or account of the Chargor in connection with the letting or licensing of the Mortgaged Property or any part thereof, including (but not limited to)

(a) rent and/or licence fees (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable,

(b) sums received from any deposit held as security for performance of any tenants' obligations,

(c) any other moneys payable in respect of occupation and/or usage of the Mortgaged Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise,

(d) any profits, damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Chargor from any party) in furtherance of such proceedings so taken or claim so made,

(e) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon,

(f) any sum payable by any guarantor of any occupational tenant or licensee under any lease or other agreement,

(g) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same, and

(h) any other income derived from rents and service charges, excluding sums charged in respect of insurance premiums, any statutory charges and any intragroup rental income

"**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.*



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

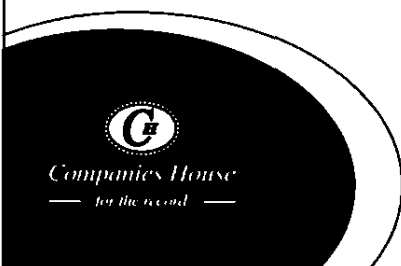
**Pursuant to section 869(5) & (6) of the Companies Act 2006 as  
applied to the Limited Liability Partnerships (Application of  
Companies Act 2006) Regulations 2009**

**LLP NO. OC310275  
CHARGE NO. 46**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 7  
JUNE 2012 AND CREATED BY STIRLING INVESTMENT  
PROPERTIES 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 JUNE 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JUNE 2012**

*Handwritten signature: L/C*



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