

0054723/13

LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

CHFP025

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

***Please complete
in typescript, or
in bold black
capitals***

LLP Number

OC320316

For official use

Full Name of Limited Liability Partnership

Tillmouth & Tweed Salmon Fishings LLP

Date of creation
of the charge

31 October 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal Charge ("the Charge")

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Borrower, whether actually or contingently solely or jointly and whether as principal or surety (or Guarantor or Cautioner) including any money or liabilities of the Borrower to a third party which had been assigned or novated to or otherwise vested in the Bank and including discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them ("the Secured Liabilities")

Signed

Tods Murray LLP

Date 10 November 2006

On behalf of ~~XXX~~ [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

Tods Murray LLP
33 Bothwell Street, Glasgow, G2 6NL, DX 512815
Glasgow Central

Tel 0141 275 4771

E-mail leonie.hall@todsmurray.com

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



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COMPANIES HOUSE

Names and addresses of the mortgagees or persons entitled to the charge	The Governor and Company of the Bank of Scotland, Private Banking, New Uberior House, 11 Earl Grey Street, Edinburgh ("the Bank")
Short particulars of all the property mortgaged or charged	<p>The Borrower with full title guarantee charges as security for the Secured Liabilities:</p> <ol style="list-style-type: none"> 1. By way of Legal Mortgage the Property, together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property; 2. By way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property; 3. By way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of this Charge; 4. By way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Secured Liabilities; 5. By way of fixed charge all rights and interest in and claims made under any insurance policy relating to any of the Property charged under this Charge; and 6. If the Borrower is a company or Limited Liability Partnership (which shall include an Industry and Provident Society registered under The Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Charge on or in or used in connection with the Property of the business or undertaking conducted at the Property. <p>See continuation sheets 1 and 2 for definitions.</p>
Particulars as to commission allowance or discount (note 3)	Not applicable

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 company 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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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Please complete
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Particulars of a mortgage or charge (continued)

Continuation sheet No 1/2
to Form LLP395 and 410 (Scot)

LLP Number

OC320316

Full Name of Limited Liability Partnership

Tillmouth & Tweed Salmon Fishings LLP

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

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

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

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"the Property" means the Freehold Property known as Tillmouth Fishings Cornhill on Tweed, Northumberland registered at HM Land Registry under the whole of title numbers ND142351 and ND147082 and part of Title Numbers ND323 and ND145268 and more particularly described in a Transfer dated 31 October 2006 made between Sir Charles David Burnett BT (1) and Tillmouth & Tweed Salmon Fishings LLP (2)

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"the Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licences of the Property to the Owner pursuant to the terms of any agreements for lease, leases, under-leases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, under lessees, tenants or licencees or payable in respect of insurance premiums or reasonable professional fees or expenses.

"the Owner" means any and every person (whether the Borrower or otherwise) who has granted a Charge to the Bank as security for the Secured Liabilities and also: -

(i) the Owner's successors and personal representatives; and

(ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge.

"Interest" means any sum of money payable to the Bank by way of interest upon the Secured Liabilities.

Particulars as to commission allowance or discount

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2/2
to Form LLP395 and 410 (Scot)

LLP Number

OC320316

Full Name of Limited Liability Partnership

Tillmouth & Tweed Salmon Fishings LLP

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

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"Expense" or "Expenses" mean the total of the following:

(i) any commission and other charges which the Bank may from time to time charge to the Borrower in the ordinary course of the Bank's business in respect of the Secured Liabilities or any service provided by the Bank to the Borrower;

(ii) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under these Conditions and which are either repayable by the Borrower under these Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under these Conditions;

(iii) any costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by these Conditions) with the Property;

together with Value Added Tax upon such sums where appropriate.

"Conditions" means the Bank's Commercial Charge Conditions (2006 Edition).

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by the Bank pursuant to the Charge in respect of the Owner or all or any part of the Property.

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Particulars as to commission allowance or discount

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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. OC320316

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 31st OCTOBER 2006 AND CREATED BY TILLMOUTH & TWEED SALMON FISHINGS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE 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 7th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th NOVEMBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —