

LL MG01

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



30/725/13

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

TUESDAY



A27 07/08/2012 #223
COMPANIES HOUSE

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LLP details

LLP number

0 C 3 5 1 4 6 9

LLP name in full

Brookshire Capital LLP (the "Company")

4

For official use

→ Filling 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

d 2 d 4 m 0 m 7 y 2 y 0 y 1 y 2

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

Legal Charge made between (1) the Company and (2) Santander UK plc (the "Lender") as security
trustee for each member of Santander UK plc and its subsidiaries for the time being ("Group
Members")

4

Amount secured

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

Amount secured

All moneys and liabilities at the date of the Legal Charge and anytime
thereafter due, owing or incurred by the Company to the Group
Members (or any of them) when the same become due for payment
or discharge whether by acceleration or otherwise, and whether
express or implied, present, future or contingent, joint or several,
incurred as principal or surety, originally owing to the Group Members
(or any of them) or purchased or otherwise acquired by them or it,
denominated in sterling or in any other currency, or incurred on any
bank account or in any other manner whatsoever, together with
interest (both before and after judgement) to the date of payment at
such rates and on such terms as may from time to time be agreed,
commission, fees and other charges and all legal and other costs,
charges and expenses on a full and unqualified indemnity basis
which may be incurred by the Group Members (or any of them) in
relation to any such moneys or liabilities or generally in respect of the
Company

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	Santander UK plc	
Address	298 Deansgate	
	Manchester	
Postcode	M 3 4 H H	
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 a continuing security for the payment and discharge of the Secured Liabilities, the Company charges to the Lender the following assets, both present and future</p> <p>(a) by way of legal mortgage (i) 14, 15, 16, 16A King Street, Reading RG1 2HE and registered at the Land Registry under title number BK21029, and (ii) 27-43 Laker Road, Rochester Airport Industrial Estate, Rochester and registered at the Land Registry under title number K516755, together with all buildings, fixtures and fixed plant and machinery on such properties, the proceeds of the sale of the whole or any part of such properties and all rights appurtenant to or benefiting any such properties (together the "Properties")</p> <p>(b) by way of fixed charge (i) the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled, (ii) its rights under the appointment of any managing agent of any of the Properties, (iii) all its rights, title and interest in the Insurances, (iv) the amount from time to time standing to the credit of the Rent Account and the Deposit Account, (v) the benefit of all Authorisations held in connection with the use of any Charged Assets or any business operated on or from any Property and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, (vi) if and so far as any assignment under clause 3 2 (Assignment) of the Charge shall for any reason be ineffective as an assignment, the assets referred to in that clause</p> <p>The Company assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to the Rental Income and all the Company's other rights, title and interest under each Occupational Lease and any Hedging Agreement</p> <p>The charges and assignments created by the Legal Charge (a) rank as first charges or assignments, and (b) are given with full title guarantee</p> <p>See Continuation Page</p>	

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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	<p>The Company will not without the prior written consent of the Lender, (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets or agree to do so</p> <p>The Company shall not, other than as permitted in the Finance Documents, exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the LPA or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same</p> <p>The Charge provides that the Company shall not create or permit to subsist any Security over any of the Charged Assets, other than Permitted Security</p> <p>Definitions</p> <p>In this form</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing or registration</p> <p>"Charged Assets" means all the undertaking, property and assets of the Company described in clause 3 1 of the Charge (Fixed Charge) and clause 3 2 of the Charge (Assignment) including any part thereof and any interest therein</p> <p>"Deposit Account" means the deposit account with the Lender in the name of the Company designated as "Deposit Account" and any account which replaces it from time to time with the prior written consent of the Lender</p> <p>"Finance Documents" means the documents governing the terms of the Secured Liabilities</p> <p>"Hedging Agreement" means an agreement or instrument entered into by the Company in order to hedge its exposure to fluctuations in exchange or interest rates and any other instrument evidencing a futures or treasury transaction</p> <p>"Insurances" means all contracts or policies of insurance in which the Company has an interest</p> <p>"Occupational Lease" means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Company is landlord or licensor</p> <p>"Permitted Security" means</p> <p>a) any Security granted in favour of the Lender,</p> <p>b) any lein arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Company, or</p> <p>c) any Security permitted by the Lender in writing</p> <p>"Rent Account" means the current account with the Lender in the name of the Company, account number 0181 2599, sort code 72-00-00 and any account which replaces it from time to time with the prior written consent of the Lender</p> <p>"Rental Income" means the aggregate of all amounts payable to, or for the benefit or account of, the Company in connection with the letting or permitted third party occupation or use of the whole or any part of a Property</p> <p>"Secured Liabilities" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 of the Charge (Covenant to Pay)</p> <p>"Security" means a mortgage, charge, pledge, lein or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>	

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7 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

Nil

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.

9 Signature

Please sign the form here

Signature

Signature



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 Tom Darvill

Company name Bird & Bird LLP

Address 15 Fetter Lane

London

Post town

County/Region Greater London

Postcode E C 4 A 1 J P

Country UK

DX 119 - Chancery Lane

Telephone 020 7415 6000



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



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. OC351469
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 24 JULY
2012 AND CREATED BY BROOKSHIRE CAPITAL LLP FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
LIMITED LIABILITY PARTNERSHIP TO THE GROUP MEMBERS
(OR ANY OF THEM) 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 7 AUGUST 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 AUGUST 2012

DX



Companies House
— for the record —



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