In accordance with Section 860 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009

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



**COMPANIES HOUSE** 

1	LLP details	2 3 For official use
LLP number	O C 3 6 0 0 0 3	Filling in this form Please complete in typescript or in
LLP name in full	Local Parade Investments LLP	bold black capitals
		All fields are mandatory unless specified or indicated by *
2	Date of creation of charge	
Date of creation	$\begin{bmatrix} d_2 & d_7 \end{bmatrix}$ $\begin{bmatrix} m_0 & m_4 \end{bmatrix}$ $\begin{bmatrix} y_2 & y_0 & y_1 & y_2 \end{bmatrix}$	
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	

#### **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 other contingent liabilities from time to time incurred by the Company to teh Bank (including any under any Hedging Agreement) ("the Secured Liabilities")

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Company and the Bank for the purposes of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities

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	HSBC Bank Plc ("the Bank")			
Address	8 Canada Square, London			
Postcode	E 1 4 5 H Q			
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		
	The Company charge and agree to charge in favour of the Bank  (a) by way of first legal mortgage all the Company's present and future right, title and interest in or to the property known as Field Place Parade, The Strand, Goring by Sea, Worthing, BN12 6BS registered under title number SX32926 (the "Property") and  (b) by way of first fixed charge  (i) all licences to enter upon or use land and the benefit of all other agreements relating to land; (ii) all proceeds of sale of the Property; and (iii) the benefit of any rental deposit given or charged by the Company by any occupier of the Property;  (c) by way of first fixed charge (insofar as not mortgaged by clause 1 1(a) or charged by clause 1.1(b)  (i) all present and future rents and other sums due to the Company under any Lease, (ii) all plant and machinery and the benefit of all contracts, licences and warranties relating to the same,  (d) (if you are a company) by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment nor or from time to tiem placed on or used in or upon the Property and the benefit of all licences, contracts and warranties in connection with the same  1 2 Security assignments  (a) The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of the Company's prsent and future right, title and interst in and to			

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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	
	<ul> <li>subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul>	
	for any debentures included in this return. The rate if interest payable under the terms of the debentures should not be entered.	
Commission allowance or discount	N/A	
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.	

Signature

Please sign the form here

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	Important 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	Please note that all information on this form will appear on the public record.	
original documents. The contact information you give will be visible to searchers of the public record.	£ How to pay	
Contact name Stephen Thomas	A fee of £13 is payable to Companies House in respect of mortgage or charge.	
Company name Eversheds LLP	Make cheques or postal orders payable to 'Companies House'	
Address 1 Callaghan Square	₩ Where to send	
Post town Cardiff	You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:	
County/Region	For LLPs registered in England and Wales:	
Postcode         C         F         1         0         5         B         T           Country	The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
DX DX 33016 Cardiff	For LLPs registered in Scotland:	
Telephone 0845 497 9797	The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2,	
✓ Certificate	139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
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	For LLPs registered in Northern Ireland  The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street,	
✓ Checklist	Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	
We may return forms completed incorrectly or with information missing.	<b>7</b> Further information	
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	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	

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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

- (1) (to the extent not mortgaged or charged by clause 1 1(Charges)) all prsent and future rents and other sums due to the Company under any Lease:
- (11) all insurance policies relating to the Property, claims under those insurance policies and all proceeds of those claims under the insurance policies;
- (111) all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by the Company or due or owing to the Company in respect of the Property (whether actual or contingent and whether arising under contract or in any other manner whatsoever),
- (iv) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing; and
- (v) all proceeds of any of the foregoing not otherwise assigned under clause 1 2 of the Legal Charge
- (b) To the extent that any right referred to in clause 1 2(a) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all the Company's present and future rights and claims to any proceeds of such rights
- 1 3 The Company shall not create or permit to subsist any Security Interest over the Security Assets without the cosnent of the Bank

consent form the following defined terms shall have the following meanings

"Lease" means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subjet together with any rsubject guarantee or other security for the performance of the lessee's obligations.

"Security" means the Security Interests created or intended to be created by or pursuant to the Legal Charge.

"Security Assets" means all the Company's assets from time to tiem the subject of Security

"Security Interests" means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangements 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. OC360003 CHARGE NO. 23

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 27 APRIL 2012 AND CREATED BY LOCAL PARADE INVESTMENTS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO HSBC BANK PLC 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 2 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 MAY 2012



