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**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**  
You cannot use  
particulars of a r  
for a Scottish LL  
To do this, please  
LL MG01s

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COMPANIES HOUSE

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or official use

**1**

**LLP details**

LLP number

0 C 3 6 0 0 0 3

LLP name in full

Local Parade Investments LLP (the "LLP")

**→ 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 0 d 7 m 1 m 1 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 between (1) Local Parade Investments LLP and (2) HSBC Bank  
plc as security agent for itself and each of the Finance Parties (the  
"Security Agent") (the "Legal Charge")

**4**

**Amount secured**

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

Amount secured

16  
All monies from time to time due or owing and all  
other actual or contingent liabilities from time to  
time incurred by the LLP to the Finance Parties (or  
any of them) (whether under the Facility Agreement  
or otherwise and including any Hedging Agreement)  
(the "Secured Liabilities") (each term as defined  
in the continuation pages below)

**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

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

Short particulars

1. The LLP has covenanted to pay and discharge each of the Secured Liabilities when the same fall due for payment.
  2. The LLP has agreed to charge in favour of the Security Agent
    - (a) by way of first legal mortgage all its present and future right, title and interest in or to 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) the proceeds of the sale of the Property, and
      - (iii) the benefit of any rental deposit given or charged to you by any occupier of the Property,
    - (c) by way of first fixed charge (insofar as not mortgaged by clause 4 1 (a) of the Legal Charge (and clause 2(a) of this form) or charged by clause 4.1(b) of the Legal Charge (and clause 2(b) of this form)):
      - (i) all present and future rents and other sums due to the LLP under any Lease;
      - (ii) all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;
    - (d) by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment at the date of the Legal Charge or from time to time placed on or used in or upon the Property and the benefit of all licences, contracts and warranties in connection with the same
- (continued on continuation sheet)

# LL MG01 - continuation page

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6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Continuation Sheet</p> <p><u>Short particulars of all the property mortgaged or charged (continued)</u></p> <p>3. Security assignments</p> <p>(a) The LLP has assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:</p> <p>(1) (to the extent not mortgaged or charged by clause 4 1 of the Legal Charge (and clause 2 of this form)) all present and future rents and other sums due to the LLP under any Lease,</p> <p>(11) all insurance policies relating to the Property, claims under those insurance policies and all proceeds of those claims under the insurance policies;</p> <p>(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 LLP or due or owing to the LLP in respect of the Property (whether actual or contingent and whether arising under contract or in any other manner whatsoever);</p> <p>(1v) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing; and</p> <p>(v) all proceeds of any of the foregoing not otherwise assigned under clause 4.2 of the Legal Charge (and clause 3 of this form).</p> <p>(b) To the extent that any right referred to in clause 4 2(a) of the Legal Charge (and clause 3(a) of this form) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all the LLP's present and future rights and claims to any proceeds of such rights</p> <p>4 Negative pledge</p> <p>Save as permitted by the Facility Agreement the LLP shall not create or permit to subsist any Security Interest over the Security Assets without the consent of the Security Agent</p> <p>5. No disposals</p> <p>Unless the Security Agent consents and save as permitted by the Facility Agreement, the LLP shall not make any disposal of any Security Assets even if the disposal is involuntary</p> <p><u>Definitions:-</u></p> <p>"Facility Agreement" means the facility agreement dated 6 December 2010 and made between, amongst others, the LLP, the Security Agent and HSBC</p>

# LL MG01 - continuation page

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

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Bank plc as arranger, agent, original lender, hedging bank and account bank (the same may be amended, restated or replaced from time to time);

"Finance Parties" has the meaning given to that term in the Facility Agreement,

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the LLP and the Security Agent in its capacity as hedging bank for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities;

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

"Property" means all the real property specified in the schedule to the Legal Charge (and this form);

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

"Security Assets" means all the LLP's assets from time to time the subject of Security,

"Security Interest" 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 arrangement having a similar effect.

### Schedule

The Property

Registered Land

Address Leasehold land known as Halewood Retail Park, Leathers Lane, Knowsley, Merseyside

Administrative Area Merseyside

Title number MS588343

End of continuation sheet

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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

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 is situated in another part of UK.

## 9 Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP 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 Jennifer Bishop

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



## 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](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)



## **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. 31

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 7  
NOVEMBER 2012 AND CREATED BY LOCAL PARADE  
INVESTMENTS LLP FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP  
TO THE FINANCE PARTIES (OR ANY OF THEM) 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 16  
NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 NOVEMBER  
2012

*DX*



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES