

LL MG01

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

029472/13

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

WEDNESDAY



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19/10/2011

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COMPANIES HOUSE

1	LLP details	For official use
LLP number	O C 3 6 0 4 9 7	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
LLP name in full	LSP (Sandwell) LLP	
2	Date of creation of charge	
Date of creation	d 1 d 3 m 1 m 0 y 2 y 0 y 1 y 1	
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	Debenture creating fixed and floating charges	
4	Amount secured	Continuation page Please use a continuation page if you need to enter more details.
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All liabilities now or hereafter due, owing or incurred by the LLP to the Group Members (as defined in the Debenture) (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 LLP	

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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 (as security trustee)	
Address	2 Triton Square, Regent's Place London	
Postcode	N W 1 3 A N	
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>By way of legal mortgage (i) all the property described in schedule 1 (Properties) of the Debenture and (ii) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now belonging to the LLP</p> <p>By way of fixed charge</p> <p>(i) (to the extent that they are not the subject of an effective mortgage under clause 3 1(a) of the Debenture) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now or hereafter belonging to the LLP</p> <p>(ii) all other interests belonging to the LLP in or over land or the proceeds of sale of land and all licences now or in the future held by the LLP to enter on or use land,</p> <p>(iii) the benefit of all other agreements relating to each Property (as defined in the Debenture) to which the LLP is or may become a party or otherwise entitled,</p> <p>(iv) all plant, machinery and equipment owned by the LLP and its interest in any plant, machinery and equipment in its possession,</p> <p>(v) the LLP's rights under the appointment of any managing agent of any of the Properties (as defined in the Debenture),</p> <p>(vi) all the LLP's rights, title and interest in the Insurances (as defined in the Debenture),</p> <p>(vii) the LLP's Investments (as defined in the Debenture) together with all Related Rights (as defined in the Debenture),</p> <p>(viii) all the LLP's Intellectual Property (as defined in the Debenture),</p> <p>(ix) the amount from time to time standing to the credit of any Account,</p> <p>(x) all of the LLP's book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security (as defined in the Debenture), Collateral Instruments (as defined in the Debenture) and other rights relating to any of the foregoing,</p> <p>(xi) all the LLP's goodwill and uncalled capital,</p> <p>(xii) the benefit of all Authorisations (as defined in the Debenture) held in connection with its business or the use of any Charged Assets (as defined in the Debenture) and the right to recover and receive all compensation which may be payable to the LLP in respect of such Authorisations or the Charged Assets, and</p> <p>(xiii) if and in so far as any assignment in clause 3 2 (Assignment) of the Debenture shall for any reason be ineffective as an assignment, the assets referred to in that clause</p> <p>See Continuation Page</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 <ul style="list-style-type: none">- 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 <div>X <i>Freeth Castlight LLP</i> X</div> 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

Phil Baigent (Ref PDB/1297)

Company name

Freeth Cartwright LLP

Address

One Colton Square

Post town

Leicester

County/Region

Leicestershire

Postcode

L E 1 1 Q H

Country

England

DX

DX 744170 Leicester 41

Telephone

0845 634 9799



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

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

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Amount secured

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

Amount secured

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

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

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

LL MG01 - continuation page

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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>By way of assignment all the LLP's rights, title and interest both present and future in and to (i) the Rental Income (as defined in the Debenture) and all the LLP's other rights, title and interest under each Occupational Lease (as defined in the Debenture), and (ii) any Hedging Agreement (as defined in the Debenture)</p> <p>By way of floating charge all the LLP's undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3 1 (Fixed charge) of the Debenture or assigned pursuant to clause 3 2 (Assignment) of the Debenture</p> <p>Note</p> <p>The Debenture contains undertakings and covenants by the LLP (i) not to create or permit to subsist any Security over any of its assets (ii) not without the prior written consent of Santander UK plc, (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) to sell, transfer, lease or otherwise dispose of any of the Charged Assets (other than the Charged Assets subject to the floating charge) or agree to do so and (iii) not to dispose of any of the Charged Assets subject to the floating charge other than in the ordinary course of its business</p>	



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. OC360497
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 OCTOBER
2011 AND CREATED BY LSP (SANDWELL) 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 19 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 OCTOBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES