

LL MG01

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

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LASERFORM

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
particulars of a mortgage or charge
for a Scottish LLP
To do this, please use
LL MG01s

SATURDAY



A32 19/11/2011 102
COMPANIES HOUSE

base
v uk

1

LLP details

LLP number

0 C 3 6 9 5 3 7

LLP name in full

Trilandium (North Yorkshire No 2) LLP
(the "Partnership")

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

d1 d6 m1 m1 y2 y0 y1 y1

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

A debenture between (1) the Partnership and (2) the Lender (the
"Debenture")

4

Amount secured

Amount secured

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

All money, liabilities and obligations now or in
the future owed or incurred by the Partnership to
the Lender of any kind, however arising and in any
currency, whether or not immediately payable,
whether certain or contingent, whether sole or
joint, whether as principal or as surety, whether
or not the Lender was the original creditor in
respect thereof, and including (without limitation)
all costs, charges, expenses and other sums
whatsoever (including without prejudice to the
generality of the foregoing any legal and other
professional costs, charges and expenses including
VAT thereon) on a full and unqualified indemnity
basis howsoever incurred or to be incurred by the
Lender or by or through any receiver, attorney,
(See continuation page)

Continuation page

Please use a continuation page if
you need to enter more details

LL MG01

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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 | Trilandium LLP (CRN OC346179) (the "Lender") | |
| Address | Riverside Studios, Whitehall, Waterfront | |
| | Leeds | |
| Postcode | L S 1 4 E 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>Charges</p> <p>As continuing security for payment of the Secured Liabilities the Partnership (with full title guarantee) has charged to the Lender:</p> <p>1 by way of first fixed equitable charge all Land which the Partnership acquires in the future,</p> <p>2 by way of separate first fixed charge</p> <p>2 1 all the goodwill and uncalled capital of the Partnership present and future,</p> <p>2 2 the Securities,</p> <p>2.3 the Partnership's bank accounts,</p> <p>2 4 the Insurances,</p> <p>2 5 the Intellectual Property,</p> <p>2 6 the Debts,</p> <p>2 7 the Rents,</p> <p>2 8 the Asset Contracts,</p> <p>2 9 the Other Claims,</p> <p>2 10 the Fixed Plant and Equipment,</p> <p>2 11 the Loose Plant and Equipment, and</p> <p>2 12 the amount from time to time standing to the credit of the Partnership's Bank Account, and</p> <p>3 by way of first floating charge all those Assets which are not for any reason effectively charged by the Debenture by way of fixed charge or mortgage</p> <p>(See continuation page)</p> | |

LL MG01 - continuation page

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

| 4 | Amount secured | |
|----------------|--|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>delegate, sub-delegate, substitute or agent of the Lender or the Partnership (including without limitation the remuneration of any of them) for any of the purposes referred to in the Debenture or otherwise howsoever in relation to the Assets charged under the Debenture and interest, commission, costs, charges and expenses charged by the Lender at rates agreed between it and the Partnership or, in the absence of express agreement, in accordance with the Lender's normal practice for the time being (the "Secured Liabilities")</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 | <p><u>Negative Pledge</u></p> <p>The Partnership has covenanted not, without the prior written consent of the Lender to</p> <ol style="list-style-type: none"> 1 create (otherwise than in favour of the Lender) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over any of the Assets; 2 part with or dispose of any of the Assets charged by way of fixed charge or mortgage, or 3 part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern <p><u>Further Assurance</u></p> <p>The Partnership shall, at its own expense, at any time when required by the Lender</p> <ol style="list-style-type: none"> 1 execute and deliver to the Lender a valid legal mortgage of any Land now or in the future owned by the Partnership, 2 execute and deliver to the Lender a legal assignment of any of the Assets referred to in clause 3 2 of the Debenture, or any moneys owing in respect of any of them, as the Lender shall require, and give notice of any such assignment to any person when required by the Lender, and 3 execute and deliver all deeds and documents, and do and concur in all other acts and things which the Lender may deem necessary or desirable, to vest in the Lender the security intended to be created by the Debenture over all or any of the Assets or to facilitate the enforcement of that security, or the exercise of any powers or discretion intended to be vested in the Lender or in the Receiver by the Debenture, <p>in each case, in such form as the Lender may require.</p> <p><u>Crystallisation</u></p> <p>The Lender may from time to time by notice in writing to the Partnership convert any floating charge created by the Debenture into a fixed charge in respect of any Assets which are specified in any such notice. Any such floating charge shall automatically be converted into a fixed charge</p> <ol style="list-style-type: none"> 1 in respect of any Assets, immediately prior to the Partnership agreeing or resolving (unless the Lender has first consented to it) to create any Encumbrance over those Assets in favour of any other person, or to part with or dispose of them otherwise than in the ordinary course of carrying on the Partnership's business as an ongoing concern, and 2 in respect of all the Assets if the Partnership ceases to carry on business or to be a going concern or if any voluntary arrangement or | |

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

other moratorium (other than a moratorium under Section 1A of the Insolvency Act 1986) or compromise with the Partnership's creditors, or any class of them, is proposed or put into effect, but so that this clause shall not apply to any Assets situated in Scotland

Definitions

"**Assets**" means all the undertaking, property and assets of the Partnership whatsoever and wheresoever present or future

"**Asset Contracts**" means all the rights of the Partnership, now or in the future, arising out of or in connection with any agreement

(1) for the acquisition of any property (real or personal) by the Partnership (except to the extent that such rights amount to an interest in land effectively charged by way of fixed charge by clause 3 1 of the Debenture) including without limitation any option to acquire property, or
(2) for the hire, hire purchase, Lease or loan of any property (real or personal), to the Partnership (except as provided in (1) above)

"**Bank**" means Coutts Bank Limited or such replacement bank selected by the Partnership

"**Bank Account**" means accounts maintained by the Partnership at the Bank

"**Debts**" means all book and other debts now or in future owing to the Partnership (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, (but excluding credit balances on any account at any bank or financial institution other than the Account) together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but 'Debts' does not include any asset or right effectively charged by way of fixed charge under any other provision of clause 3 of the Debenture

"**Encumbrance**" means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Partnership's business

"**Fixed Plant and Equipment**" means all plant machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building

"**Fixtures**" means all things of any kind now or at any time affixed to land for any purpose, including without limitation trade and tenants' fixtures.

LL MG01 - continuation page

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

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|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>"Insurances" means all the right, title and interest of the Partnership, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof</p> <p>"Intellectual Property" means all the right title and interest of the Partnership (now or in the future) in or to any of the following.</p> <ol style="list-style-type: none"> 1 any registered intellectual property right in any territory, including without limitation patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above, 2 any invention, copyright, design or performances right, 3 any trade secrets, know-how and confidential information, and 4 the benefit of any agreement or licence for the use (by the Partnership and any other person) of any such right but excluding a Collaboration Agreement dated 18 February 2011 made between Stirling Mortimer No 8 Fund UK Land Limited and the Lender <p>"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land, but for these purposes 'land' excludes heritable property situated in Scotland</p> <p>"Lender" includes persons deriving title under the Lender</p> <p>"Loose Plant and Equipment" means all plant, machinery, equipment and motor vehicles now or at any time owned by the Partnership as a capital asset or otherwise which is not a Fixture or Fixed Plant and Equipment, (including without limitation any moulds, patterns, tools dies and jigs)</p> <p>"Other Claims" means all rights, claims or obligations of any kind whatsoever now or at any time owed to the Partnership capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of the Debenture</p> <p>"Receiver" means any receiver appointed under the Debenture, and, where more than one receiver has been appointed, each of them</p> <p>"Rents" means any sum payable to the Partnership (and any right to recover any such a sum)</p> <ol style="list-style-type: none"> 1 by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land, and 2 by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel, except in so far as the same is effectively charged by way of fixed charge by clause 3.1 or 3.2 of the Debenture | |

LL MG01 - continuation page

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Short particulars

"**Securities**" means all the right title and interest of the Partnership, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities as issued by any person

LL MG01

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

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 Squire, Sanders & Dempsey (UK) LLP X

This form must be signed by a person with an interest in the registration of the charge

LL MG01

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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 Danielle Parkinson/TRI 203-12

Company name Squire, Sanders & Dempsey
(UK) LLP

Address 2 Park Lane

Post town Leeds

County/Region West Yorkshire

Postcode L S 3 1 E S

Country UK

DX

Telephone 0113 284 7000



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 enquires@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. OC369537
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16
NOVEMBER 2011 AND CREATED BY TRILANDIUM (NORTH
YORKSHIRE NO2) LLP FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP
TO TRILANDIUM LLP 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 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 NOVEMBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES