

# LL MG01

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



**iris**  
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 NO

You cannot use this form to register  
particulars of a mortgage or charge  
for a Scottish LLP  
To do this, please use  
LL MG01s



\*PGGDA008\*  
PMO 23/2/11 187  
COMPANIES HOUSE

**1**

### LLP details

LLP number

O C 3 3 1 4 9 8

LLP name in full

Rockspring Property Investment Managers LLP

**2**

For official use

### Filing 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 d8 m0 m2 y2 y0 y1 y1

**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

Charge over Bank Accounts dated 18 February 2011 and made between 91)  
Rockspring Property Holdings Limited (the "Borrower"), Rockspring PIM  
Limited, Rockspring P I M (Regulated) Limited and Rockspring Property  
Investment Managers LLP (each a "Chargor" and together the "Chargors")  
and (2) Bank of Scotland PLC (the "Chargee") (the "Charge")

**4**

### Amount secured

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

Amount secured

All or any money and liabilities which shall from  
time to time (and whether on or at any time after  
demand) be due, owing or incurred in any manner  
whatsoever to the Chargee by any Chargor, whether  
actually or contingently, solely or jointly and  
whether as principal or as surety (or guarantor or  
bond provider), including any money and liabilities  
of any Chargor to a third party which have been  
assigned or novated to or otherwise vested in the  
Chargee, and including interest, discount,  
commission and other lawful charges which the  
Chargee may in the course of its business charge or  
incur in respect of any of these matters or for  
keeping any account of any Chargor, and so that  
interest shall be computed and compounded according  
to the usual Chargee rates and practice  
Continued on the continuation page

### 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

Bank of Scotland PLC

Address

The Mound, Edinburgh, Scotland

Postcode

E H 1 1 Y Z

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 Pursuant to clause 3 of the Charge, as a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charged to the Chargee, by way of first fixed charge, all its respective right, title and interest in and to any and all monies from time to time standing to the credit of (a) the Cash Sweep Account and (b) all of the other Accounts

2 Pursuant to paragraph 2 of Schedule 2 of the Charge, the Chargors covenant with the Chargee that no Chargor shall, at any time, except with the prior written consent of the Chargee

(a) create, purport to create or permit to subsist any Security Right on, or in relation to, the Accounts other than the Charge, or

(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Accounts or any of them, or

(c) create or grant (or purport to create or grant) any interest in the Accounts or any of them in favour of a third party

Until an Event of Default (as defined in the Charge) occurs and subject to compliance with its obligations in respect of Surplus Cash, the Borrower may continue to operate the Accounts for credits and withdrawals in the usual way

3 Pursuant to paragraph 5 of Schedule 2 of the Charge, each Chargor, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Chargee may reasonable require) in favour of the Chargee as the Chargee, in its absolute discretion, requires from time to time over all or any of the Accounts and give all notices, orders and directions which the Chargee may require  
Continued on continuation page

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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 instrument 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 Bird & Bird 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 **Chloe Sanderson**

Company name **Bird & Bird LLP**

Address **15 Fetter Lane**

Post town **London**

County/Region

Postcode **E C 4 A 1 J P**

Country **UK**

DX **119 London/Chancery Lane**

Telephone **020 415 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](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)**

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### Amount secured

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

Amount secured

(or as otherwise agreed in writing) as well after as before any demand made or judgment or decree obtained under or in relation to the Charge (the "Secured Liabilities")

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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

in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Accounts.

#### Definitions

"Accounts" includes the Cash Sweep Account and any other current, deposit or other account from time to time maintained by any Chargor with The Royal Bank of Scotland plc;

"Cash Sweep Account" means one or more accounts of the Borrower with the Chargee denominated in euro, sterling, US dollars and/or such other currencies as the parties may agree to be used for the purpose of operating the cash sweep arrangements contemplated by the Facility Agreement,

"Facility Agreement" means the facility agreement dated 30 April 2007 as amended and as amended and restated pursuant to a Restatement Agreement dated on or about the date of the Charge and made between the Borrower and the Chargee for the provision of facilities secured by the Charge,

"Guarantors" means Rockspring PIM Limited, Rockspring PIM Regulated Limited and Rockspring Property Investment Managers LLP,

"Restatement Agreement" means an agreement amending and restating the Facility Agreement made between the Borrower and the Chargee dated on or about the date of the Charge;

"Security Right" means any mortgage, charge, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking, and

"Surplus Cash" means any and all cash standing to the credit of any of the Borrower's or the Guarantors' bank accounts at any relevant time or on any relevant date, subject to deduction of such amounts (if any) as the Borrower notifies to the Chargee as required to meet tax or other obligations of the Borrower or the Guarantors until the next date on which Surplus Cash is due to be calculated.



## **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. OC331498  
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER BANK ACCOUNTS  
DATED 18 FEBRUARY 2011 AND CREATED BY ROCKSPRING  
PROPERTY INVESTMENT MANAGERS LIMITED LIABILITY  
PARTNERSHIP FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM ANY CHARGOR TO BANK OF SCOTLAND  
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 23  
FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 FEBRUARY  
2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES