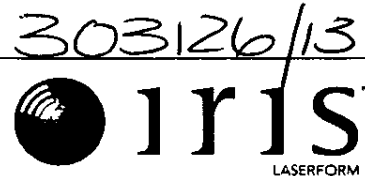


# LL MG01

## 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 for

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

FRIDAY



A10

\*A250BQBD\*

05/04/2013

#336

COMPANIES HOUSE

For official use

1

### LLP details

LLP number

0 C 3 5 1 4 6 9

LLP name in full

Brookshire Capital 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

2 5 0 3 2 0 1 3

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 dated 25 March 2013 made between Brookshire Capital LLP (the "Chargor") and  
Santander UK plc (the "Lender") as security trustee for each member of Santander UK plc and its  
subsidiaries ("Group Members")

4

### Amount secured

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

Amount secured

All moneys and liabilities at the date of the Legal Charge and anytime  
thereafter due, owing or incurred by the Chargor to the Group  
Members (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 judgment) 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  
Chargor (the "Secured Liabilities")

### Continuation page

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

**LL MG01**

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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Santander UK plc	
Address	298 Deansgate	
	Manchester	
Postcode	M 3 4 H 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details										
Short particulars	<p>1 Pursuant to Clause 3 1 of the Legal Charge, the Chargor charges to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future</p> <p>a) by way of legal mortgage each of the following properties</p> <table border="1"><thead><tr><th>Description</th><th>Title Number</th></tr></thead><tbody><tr><td>162 and Warehouse, North Lane (also known as Parcelforce Distribution Unit 160 North Lane) Aldershot GU12 4QR</td><td>HP428784</td></tr><tr><td>Land lying to the east of Godstone Road (also known as 265 Godstone Road) Kenley</td><td>SGL569668</td></tr><tr><td>River House, Cray Avenue, Orpington</td><td>SGL119475 and SGL318417</td></tr><tr><td>Units 26 to 28 (inc), Decoy Road, Worthing BN14 8ND</td><td>WSX205930</td></tr></tbody></table> <p>together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or part of such property and all rights appurtenant to or benefiting any such property (the "<b>Properties</b>" and each a "<b>Property</b>")</p> <p>b) by way of fixed charge</p> <ul style="list-style-type: none"><li>(iii) the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled,</li><li>(v) its rights under the appointment of any managing agent of any of the Properties,</li><li>(vi) all its rights, title and interest in the Insurances (as defined below),</li></ul> <p>CONTINUED ON THE CONTINUATION PAGE</p>		Description	Title Number	162 and Warehouse, North Lane (also known as Parcelforce Distribution Unit 160 North Lane) Aldershot GU12 4QR	HP428784	Land lying to the east of Godstone Road (also known as 265 Godstone Road) Kenley	SGL569668	River House, Cray Avenue, Orpington	SGL119475 and SGL318417	Units 26 to 28 (inc), Decoy Road, Worthing BN14 8ND	WSX205930
Description	Title Number											
162 and Warehouse, North Lane (also known as Parcelforce Distribution Unit 160 North Lane) Aldershot GU12 4QR	HP428784											
Land lying to the east of Godstone Road (also known as 265 Godstone Road) Kenley	SGL569668											
River House, Cray Avenue, Orpington	SGL119475 and SGL318417											
Units 26 to 28 (inc), Decoy Road, Worthing BN14 8ND	WSX205930											

# 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 Bink & Bink LLP X

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

# LL MG01

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



## 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 Jonathan Baker

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 7415 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)

# 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

### Short Particulars continued

- (iv) the amount from time to time standing to the credit of the Rent Account (as defined below) and the Deposit Account (as defined below),
- (v) the benefit of all Authorisations (as defined below) held in connection with the use of any Charged Assets (as defined below) or any business operated on or from any Property and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and
- (vi) if and in so far as any assignment in clause 3 2 of the Legal Charge(as set out in paragraph 2 below) shall for any reason be ineffective as an assignment, the assets referred to in that clause

2 Pursuant to clause 3 2 of the Legal Charge the Chargor assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to

- (a) the Rental Income (as defined below) and all the Chargor's other rights, title and interest under each Occupational Lease (as defined below), and
- (b) any Hedging Agreement (as defined below)

4 Pursuant to clause 6 2 of the Legal Charge the Chargor shall not create or permit to subsist any Security over any of the Charged Assets, other than Permitted Security (as defined below)

5 Pursuant to clause 6 3(b) of the Legal Charge, the Chargor will not, without the prior written consent of the Lender

- (a) set off, vary, postpone or release any obligation of any person to pay Rental Income (as defined below), or
- (b) do or omit to do anything which may delay or prejudice the full recovery of any Rental Income

CONTINUED ON THE CONTINUATION PAGE

## 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

#### Short Particulars continued

- 6 Pursuant to clause 6 5(c) of the Legal Charge, the Chargor will not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting any of the Charged Assets
- 7 Pursuant to clause 6 15 of the Legal Charge, the Chargor will not do, or cause or permit to be done, anything which may depreciate, jeopardise or otherwise prejudice the value of any Property without the prior written consent of the Lender
- 8 Pursuant to clause 6 18(a) of the Legal Charge, the Chargor will not without the prior written consent of the Lender, (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) sell, transfer, lease or otherwise dispose of any of the Charged Assets or agree to do so
- 10 Pursuant to clause 6 18(b) of the Legal Charge, the Chargor shall not, other than as permitted in the Finance Documents (as defined below), exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Law of Property Act 1925 or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same
- 11 Pursuant to clause 7 of the Legal Charge, the Chargor shall, if and when required by the Lender
  - (a) execute such further Security and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by the Legal Charge over the Charged Assets or any part thereof or to facilitate the realisation of the same,
  - (b) affix to such items of the Charged Assets or endorse or cause to be endorsed thereon such labels, signs memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to the Legal Charge

The following terms are defined

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing or registration,

**Charged Assets** means all the undertaking, property and assets of the Chargor described in clause 3 1 of the Legal Charge and clause 3 2 of the Legal Charge (as set out in paragraphs 1 and 2 above) including any part thereof and any interest therein,

**Deposit Account** means the deposit account with the Lender in the name of the Chargor designated as "Deposit Account" and any account which replaces it from time to time with the prior written consent of the Lender

CONTINUED ON THE CONTINUATION PAGE

## 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

#### Short Particulars continued

**Finance Documents** means the documents governing the terms of the Secured Liabilities,

**Hedging Agreement** means an agreement or instrument entered into by the Chargor in order to hedge its exposure to fluctuations in exchange or interest rates and any other instrument evidencing a futures or treasury transaction,

**Insurances** means all contracts or policies of insurance relating to the Charged Assets in which the Chargor has an interest,

**Occupational Lease** means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor,

**Permitted Security** means

- (a) any Security granted in favour of the Lender,
- (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor, or
- (e) any Security permitted by the Lender in writing,

**Rent Account** means the current account with the Lender in the name of the Chargor, account number 0181 2599, sort code 09-07-20 and any account which replaces it from time to time with the prior written consent of the Lender

**Rental Income** means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property, and

**Security** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect



**FILE COPY**

## **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. OC351469  
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 25  
MARCH 2013 AND CREATED BY BROOKSHIRE CAPITAL 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 5 APRIL  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2013

DX



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES