

In accordance with
Section 878 of the
Companies Act 2006 as
applied by The Limited
Liability Partnerships
(Application of Companies
Act 2006) Regulations 2009.

LL MG01s

Particulars of a charge created by a Limited Liability
Partnership (LLP) registered in Scotland



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 charge created by a
Scottish LLP.

☒ What this form is NOT for

You cannot use this form to
particulars of a mortgage or
created by an LLP in England,
Wales or Northern Ireland.
this, please use form LL MG

WEDNESDAY



S182HFTD

SCT

02/05/2012

#771

COMPANIES HOUSE

1	LLP details	For official use
LLP number	S O 3 0 2 0 6 4	→ 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	Lomond Capital Partnership LLP	
2	Date of creation of charge	
Date of creation	d 2 d 5 m 0 m 4 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. 'Standard security' 'Floating charge' etc.	
Description	A Floating Charge between (1) the Company and (2) BoS (the "Charge") Terms used in this MG01s shall have the same meaning given to them in this Form MG01s and in the attached continuation sheets.	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	Continuation page Please use a continuation page if you need to enter more details.
Amount secured	Please see attached continuation sheets.	

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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

Bank of Scotland plc ("BoS")

Address

The Mound, Edinburgh

Postcode

E H 1 1 Y Z

Name

Address

Postcode

Continuation page

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

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

Charging Provision

1.1. Clause 2.1 of the Charge provides that the Company grants a floating charge over the Assets to BoS as a continuing security for the payment or discharge of the Secured Liabilities.

1.2. Clause 2.2 of the Charge provides that Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Charge.

Further Assurance

2.1. Clause 16 of the Charge provides that the Company (at its own cost) will on demand in writing by BoS execute and deliver (in such form as BoS may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as BoS may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Charge or for facilitating the realisation of the Assets charged by the Charge or the exercise of any rights of BoS under the Charge.

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ^⓪

Negative Pledge and Ranking of Floating Charge

1.1. Clause 3.1 of the Charge provides that the Company agrees that it shall be prohibited from granting or creating subsequent to the date of the Charge any fixed security or any other floating charge over the Assets or any part or parts of them, other than in favour of BoS or in favour of another person and with the prior written consent of BoS.

1.2. Clause 3.2 of the Charge provides that any fixed security granted by the Company in favour of BoS (whether before or after the Charge) shall rank in priority to the floating charge created by the Charge.

1.3. Clause 3.3 of the Charge provides that in the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition in clause 3.1 of the Charge or with the consent of BoS under clause 3.1 of the Charge but with no written agreement of BoS as to the ranking of them, the Charge shall rank in priority to that fixed security or floating charge.

⓪ In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the LLP to grant further securities ranking in priority to, or *pari passu* with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

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

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Particulars as to commission, allowance or discount

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.

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Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom (UK) comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

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Signature

Please sign the form here.

Signature

Signature

X 

30th April 2018 X
For and on behalf of CMS Cameron McKenna LLP

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 James Horton

Company name CMS Cameron McKenna LLP

Address 2nd Floor

7 Castle Street

Post town Edinburgh

County/Region

Postcode E H 2 3 A H

Country

DX ED 194 Edinburgh

Telephone 0131 220 7676



Certificate

We will send your certificate to the presenter's address if given above or to the LLP's 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 a certified copy of the deed (if any) 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 charge.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property 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

LL MG01s - continuation page

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>1.1. 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 whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal, guarantor, cautioner or surety including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained under or in relation to the Charge.</p> <p>(together the "Secured Liabilities")</p> <p>Set-off</p> <p>2.1. Clause 11.1 of the Charge provides that the Company agrees that any money from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with BoS may be retained as cover for and/or applied by BoS at any time and without notice to the Company (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as BoS may select.</p> <p>2.2. Clause 11.2 of the Charge provides that if BoS exercises any rights in respect of any money as referred to in clause 11.1 of the Charge (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of the Company and that liability or any part of it is in a different currency from any credit balance against which BoS seeks to exercise its rights, BoS may use the currency of the credit balance to purchase an amount in the currency of the liability at the then prevailing BoS spot rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by BoS in connection with that purchase.</p> <p>2.3. Clause 11.3 of the Charge provides that BoS shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by BoS.</p>	

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

General Definitions

3.1. Any reference in the Charge and in this Form MG01s to:

(a) statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;

(b) "control" of any company shall be interpreted in accordance with Section 995 of the Income Tax Act 2007;

(c) "including" shall not be construed as limiting the generality of the words preceding it;

(d) any term or phrase defined in the Companies Act 1985 or 2006 (as amended from time to time) shall bear the same meaning in the Charge;

(e) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

(f) the Charge and to any provisions of it or to any other document referred to in the Charge shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;

(g) any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;

(h) any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

(i) clause headings are for ease of reference only and are not to affect the interpretation of the Charge;

(j) a "fixed security" are to be construed in accordance with the terms of Section 486 of the Companies Act 1985.

Specific Definitions

3.2. Any reference in the Charge and in this Form MG01s to:

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

"BoS" means Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ and its successors, assignees and transferees.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

LLP NO. SO302064

CHARGE NO. 1

I HEREBY CERTIFY THAT A CHARGE CREATED BY LOMOND
CAPITAL PARTNERSHIP LLP

ON 25 APRIL 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 AS APPLIED TO THE LIMITED LIABILITY
PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006)
REGULATIONS 2009 ON 2 MAY 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 2 MAY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES