

LL MG01s

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

Companies House
FEE PAID
EDINBURGH



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 reg
particulars of a mortgage or cha
created by an LLP in England and
Wales or Northern Ireland. To do
this, please use form LL MG01.

TUESDAY



| | | | |
|--|--|--|--|
| 1 LLP details | | For official use | |
| LLP number | S O 3 0 3 2 5 3 | → 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 | CLEPINGTON ROAD LLP | | |
| 2 Date of creation of charge | | | |
| Date of creation | d 0 2 m 0 6 y 2 0 y 1 1 | | |
| 3 Description | | | |
| Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security' 'Floating charge' etc. | | | |
| Description | Debenture | | |
| 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 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>The Client covenants with the Security Holder that it will on demand pay all moneys and discharge all liabilities now or hereafter due, owing or incurred by it to the Group Members (or any of them) 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 Client (the "Secured Liabilities").</p> | |

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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 ("the Security Trustee") for

Address each Group Member

2 Triton Square, Regent's Place, London

Postcode N W 1 3 A N

Name

Address

Postcode

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 Please see attached LL MG01s - continuation page

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

As continuing security for the payment of the Secured liabilities, the Client with full title guarantee charges to the extent competent under applicable law to the Security Holder (as security trustee for the Group Members):

- (a) by way of legal mortgage the Legally Mortgaged Property;
- (b) by way of fixed charge the Equitably Charged Property;
- (c) by way of fixed charge all fixed plant and machinery now or hereafter in, on or attached to the Legally Mortgaged Property and/or the Equitably Charged Property and all spare parts, replacements, modifications for or to the same; and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Client and the benefit of all maintenance agreements relating thereto entered into between the Client and any third party;
- (d) by way of fixed charge all plant, machinery and equipment specified in Schedule 2 to the Debenture and all spare parts, replacements and modifications for or to the same and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Client and the benefit of all maintenance agreements relating thereto entered into between the Client and any third party;
- (e) by way of fixed charge all plant, machinery and equipment and all spare parts, replacements and modifications for or to the same other than those specified in clauses (c) and (d) above now or hereafter owned by the Client and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Client and the benefit of all maintenance agreements relating thereto entered into between the Client and any third party (but excluding any plant, machinery or equipment forming part of the Client's stock in trade or work in progress);
- (f) by way of fixed charge all Non-vesting Debts;
- (g) by way of fixed charge all Other Debts;
- (h) by way of fixed charge all the goodwill and uncalled capital of the Client;
- (i) by way of fixed charge all stocks, shares, bonds and securities of any kind present and future legally or beneficially owned by the Client and all dividends and other rights relating thereto;
- (j) by way of fixed charge all present and future patents, patent applications, trade marks and service marks (whether registered or not), design rights (whether registered or not), copyrights and all other intellectual property rights whatsoever and all rights relating thereto (including, without limitation, by way of licence) legally or beneficially owned by the Client;
- (k) by way of fixed charge all benefits relating to all present and future contracts and policies of insurance from time to time taken out by or on behalf of the Client or (to the extent it has) in which the Client has an interest and all claims and returns of premium relating thereto;
- (l) by way of fixed charge all benefits relating to all present and future contracts of trade other than to the extent purchased by Santander pursuant to the Sales Finance Agreement or charged to Santander pursuant to clause (f) and (g) above;

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Please give the short particulars of the property charged.

Short particulars

(m) by way of floating charge the Floating Charge Property but (without prejudice to the foregoing) specifically including within the floating charge hereby created the Scottish Floating Charge Property;
(together the "Charged Property")

where:

"Administrator" means any person appointed under Schedule B1 of the Insolvency Act 1986 to manage the Client's affairs, business and property.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment or assignation by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any arrangement to create any of the foregoing.

"Enforcement Date" means the date on which the Security Holder or a Group Member demands the payment or discharge of all or any of the Secured Liabilities pursuant to the Debenture, or if earlier, the date on which; the Security Holder receives from any person a notice of intention to appoint any person under Schedule B1 of the Insolvency Act 1986 to manage the Client's affairs, business and property; the Client requests the Security Holder to appoint an Administrator or Receiver; an application is made or decree given for the appointment of an Administrator or a Receiver in relation to the Client; a petition is made or decree given for an administration order in relation to the Client; or an Administrator is appointed in relation to the Client.

"Equitably Charged Property" means all future freehold, heritable and leasehold property of the Client together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures), parts, privileges and pertinent now or hereafter thereon or forming part of such property charged or secured by way of fixed charge or, in the case of property situated in Scotland, a standard security.

"Floating Charge Property" means by way of floating charge the undertaking and all property and assets of the Client present and future wheresoever situate including any charged by way of specific charge under clauses (a) to (l) above if and to the extent that such charges fail as specific charges and specifically including within the Floating Charge Property hereby defined the Scottish Floating Charge Property.

"Group" means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being.

"Group Member" means a member of the Group.

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Short particulars

"Legally Mortgaged Property" means all freehold, heritable and leasehold property owned by the Client at the date of the Debenture including that specified in Schedule 1 of the Debenture together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures), parts, privileges and pertinents now or hereafter thereon or forming part of such property charged or secured by way of legal mortgage or, in the case of property situated in Scotland, a standard security.

"Non-Vesting Debts" means all Debts (as defined in the Sales Finance Agreement) intended to but which do not for any reason vest absolutely and effectively in Santander together with the Related Rights (as defined in the Sales Finance Agreement) to such debts.

"Other debts" means all present and future book and other debts of the Client, all moneys from time to time standing to the credit of any account of the Client and all other moneys whether arising under contracts or in any other manner due, owing or incurred to the Client (and including any owing by Santander to the Client) other than debts absolutely and effectively vested in or held on trust for Santander under the Sales Finance Agreement and Non-vesting debts.

"Receiver" means any receiver and/or manager not being an administrative receiver (within the meaning of Section 29(2) Insolvency Act 1986 and, in respect of any Scottish Floating Charge Property, within the meaning of Section 70(1) of the Insolvency Act 1986).

"Sales Finance Agreement" means the receivables finance agreement entered into between the Client and Santander as more particularly described in Schedule 3 of the Debenture and includes such document as amended, varied, supplemented or novated from time to time.

"Santander" means Santander UK plc registered in England and Wales with number 2294747 and whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN.

"Scottish Floating Charge Property" means the whole property, assets, and undertaking of the Client (including uncalled or uncontributed capital) from time to time situated in Scotland or otherwise governed by Scots law.

"Subsidiary" means a subsidiary undertaking within the meaning of of Section 1162 of the Companies Act 2006.

"Undertaking" means in respect of any Client, any company, person or entity (including any limited liability partnership and/or any other body corporate connected to the Client) directly or indirectly controlled by the Client (including any Undertaking acquired after the date of this Debenture) which shall include, in respect of any Client, a Subsidiary and "Undertakings" shall mean all or any of them as appropriate.

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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 provision¹

The Client will not without the Security holder's prior written consent create or purport or attempt to create or permit to subsist any Encumbrance upon the Charged Property nor assign, convey, factor, hire out, sell, transfer, lease, licence, part with possession, dispose of or grant any interest, title or right of occupation in or relating to all or any part of the Charged Property save that the Floating Charge Property may be disposed of by way of sale at full value in the ordinary course of business as now carried on.

¹ 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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8 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

9 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.

10 Signature

Please sign the form here.

Signature

Signature

X 

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 Tracey Berry

Company name Santander UK plc

Address One Cornwall Street

Post town Birmingham

County/Region

Postcode B 3 2 D X

Country

DX

Telephone



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



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

LLP NO. S0303253

CHARGE NO. 1

I HEREBY CERTIFY THAT A CHARGE CREATED BY
CLEPINGTON ROAD LLP

ON 2 JUNE 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF SANTANDER UK 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 7 JUNE 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 8 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES