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LLP395

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Particulars of a mortgage or charge in respect of a Limited Liability Partnership

CHFP025

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please complete in typescript, or in bold black capitals

LLP Number

OC325054

For official use

[2][1][1]

Full Name of Limited Liability Partnership

Albemarle (Shoreham) LLP (the "Chargor")

Date of creation of the charge

26 August 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal charge dated 26 August 2009 and made between the Chargor (1) and Coutts & Company (2) (the "Legal Charge")

Amount secured by the mortgage or charge

See Part 1 of attached schedule

Signed

Date 1 September 2009

On behalf of [LLP 100000000/000000] (delete as appropriate)

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you

of the



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04/09/2009

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code

COMPANIES HOUSE

Forsters LLP

31 Hill Street, London, W1J 5LS, 82988 Mayfair

Ref: ARC/29576.2 Tel 020 7863 8333

E-mail arcrabbie@forsters.co.uk

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

Names and addresses
of the mortgagees or
persons entitled to
the charge

Coutts & Company (Company No. 36695) of 440 Strand London WC2R 0QS

Short particulars of all the
property mortgaged
or charged

See Part 2 of the attached schedule.

Please also note that Part 3 of the attached schedule contains restrictions that should be read as part of the Legal Charge.

Particulars as to
commission allowance
or discount (note 3)

Nil

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395*). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398*). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398*) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4)* applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.

* As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001

SCHEDULE

Schedule to the Form 395 in respect of the Legal Charge given by Albemarle (Shoreham) LLP (the "Mortgagor") in favour of Coutts & Company (the Bank") dated 26 August 2009 (the "Form 395")

In this Schedule to the Form 395 the following words and expressions shall have the meanings respectively set out against them below:-

"Charged Assets" means all those assets outlined at clause 1.1b;

"Debtor" means Albermarle Shoreham Airport Limited (Co Number 06506097) whose registered office is situated at care of Egan Lawson LLP, 9-10 Grafton Street, London W1S 4EN;

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"Debtor's Obligations" means all the Debtor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses;

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Debtor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred;

"Goodwill" means the present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor

"Insurance Policies" means all contracts and policies of insurance or assurance (including any insurance relating to the Property or the equipment) and all moneys paid or payable under or pursuant to such policies and all rights and interests in such contracts and policies including the right to the refund of any premium, in each case, at the date of the Legal Charge or at any time thereafter (and from time to time) owned or taken out by the Mortgagor or in which the Mortgagor has an interest;

"Interest" means Interest at the rate(s) charged to the Debtor by the Bank from time to time;

"Property" means the leasehold property known as Expansion Land at Shoreham Airport, Shoreham by Sea, West Sussex registered at HM Land Registry with title number WSX311951; and,

"Receiver" means any Receiver appointed by the Bank.

Part One

The Mortgagor covenanted with Bank that it will on demand discharge the Debtor's Obligations.

Part Two

1.

1.1 As a continuing security for payment the Mortgagor with full title guarantee:

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- (a) charged to the Bank, by way of legal mortgage, all of the legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale.)
 - (b) charged to the Bank, by way of fixed charge:
 - (i) fixtures and fittings of the Mortgagor from time to time attached to the Property;
 - (ii) all the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
 - (iii) all furniture, furnishings, equipment and tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business; and
 - (iv) the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets.

Part Three

2.

2.1 The Mortgagor covenanted with the Bank that it would not at any time, except with the prior consent of the Bank:

- (c) Create or permit to arise any mortgage charge or lien on the Property the Charged Assets or the Goodwill
- (d) Grant or accept a surrender of any lease or licence of the Property the Charged Assets or the Goodwill
- (e) Dispose of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 401(2) of the Companies Act 1985 as applied to
Limited Liability Partnerships pursuant to Paragraph 4 and
Schedule 2 of the Limited Liability Partnerships Regulations 2000.**

LLP NO. OC325054

CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 26
AUGUST 2009 AND CREATED BY ALBEMARLE(SHOREHAM)
LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM ALBERMARLE SHOREHAM AIRPORT LIMITED TO
COUTTS & COMPANY ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 AS APPLIED TO LIMITED LIABILITY
PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE
2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS
2000 ON THE 4 SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 SEPTEMBER
2009



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES