

LL MG01

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

043020/13.



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

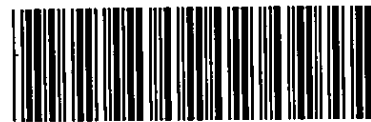
You may use this form to register
particulars of a mortgage or charge
created by an LLP in England and
Wales or Northern Ireland



What this form is NOT for

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

SATURDAY



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A31

11/08/2012

#155

COMPANIES HOUSE

1

LLP details

LLP number

O C 3 7 3 9 3 9

LLP name in full

Aldershot Self Storage LLP (the "Chargor")

1

For official use

→ 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

d 2 d 7 m 0 m 7 y 2 y 0 y 1 y 2

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Debenture (the "Debenture")

4

Amount secured

Amount secured

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

All present and future obligations and liabilities
(whether actual or contingent, whether owed jointly
or severally, as principal or surety or in any
other capacity whatsoever) of the Obligors to the
Lender (and whether originally owing to the Lender
or purchased or acquired by the Lender) pursuant to
the Secured Documents except for any obligation or
liability which, if it were so included, would
result in the Debenture contravening any law (the
"Secured Obligations").

Please see continuation page for definitions

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 Lok'n Store Limited (the "Lender")

Address One London Wall

London

Postcode E C 2 Y 5 A B

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

Please see continuation sheet

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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

N/A

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 

FOR AND ON BEHALF OF
MACLAY MURRAY & SPENCER 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 RHM/LOK/5/150

Company name Maclay Murray & Spens LLP

Address One London Wall

Post town London

County/Region

Postcode E C 2 Y 5 A B

Country United Kingdom

DX 123

Telephone 020 7002 8500



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 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

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>1. Covenant to pay</p> <p>The Chargor, as principal debtor and not just as surety, covenants with the Lender to pay, discharge and satisfy the Secured Obligations when the same become due in terms of the Secured Documents</p> <p>Definitions</p> <p>"Assigned Documents" means the documents listed in schedule 2</p> <p>"Charged Assets" means the assets, rights and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Lender by or pursuant to the Debenture.</p> <p>"Guarantee" means a guarantee to be entered into on or about the date of the Debenture between (1) the Chargor and (2) the Lender</p> <p>"Encumbrance" means any standard security, mortgage, charge, assignation, pledge, lien or other security right whatsoever</p> <p>"Insurance Policy" means any policy of insurance or assurance in which the Chargor may at any time have an interest.</p> <p>"Intellectual Property Rights" means</p> <p>(a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not; and</p> <p>(b) the benefit of all applications for and rights to use any such assets</p> <p>"Investments" means all shares and stock in the capital of any company other than the Shares, debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Chargor or in which the Chargor has an interest together in all cases with all Related Rights.</p> <p>"LLP Agreement" means a limited liability partnership agreement to be entered into on or about the date of the Debenture between (1) Tornab Properties Limited (2) Mark Shaw and (3) the Lender</p> <p>"Mortgaged Property" means the leasehold property specified in schedule 1 of this form MG01 and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants.</p>

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

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

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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	1	Mortgage The Chargor charges by way of first legal mortgage all its right title and interest in the Mortgaged Property
	2	Fixed charges To the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 3 2 (<i>Mortgage</i>) of the Debenture or effectively assigned pursuant to clause 3 5 (<i>Assignment by way of Security</i>) of the Debenture, the Chargor charges by way of first fixed charge: <ul style="list-style-type: none"> 2 1.1 all estates or interests in any Real Property now or thereafter belonging to it; 2 1.2 all its rights under any agreement relating to the purchase of any freehold leasehold property, 2 1.3 all its rights under any occupational lease, licence or other right of occupation, 2 1.4 all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession; 2 1.5 all monies standing to the credit of any account maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts; 2 1.6 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing; 2.1 7 all its rights under any interest rate hedging arrangements, 2 1.8 its goodwill, 2 1.9 its uncalled capital, 2 1.10 the Shares; 2 1.11 all its right, title and interest in any Investment including all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Investment, 2.1 12 all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest; 2 1.13 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph in clause 3.3 of the Debenture and the right to recover and receive all compensation which may be

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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

payable to it in respect of them; and

2.1.14 any beneficial interest, claim or entitlement it has to any assets of any pension fund.

2 2 Exceptions to fixed security

The fixed security from time to time created by the Debenture does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated.

2 3 Assignment by way of security

To the extent not validly and effectively charged by way of first fixed charge pursuant to clause 3 3 (*Fixed charges*) of the Debenture, the Chargor assigns and agrees to assign absolutely all of its right, title and interest in

2 3 1 the benefit of any agreement to which it is party, any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it,

2 3.2 all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies, and

2.3.3 each of the Assigned Documents

2 4 Floating charge

The Chargor charges by way of first floating charge the whole of its property (including uncalled capital) comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not otherwise effectively charged or assigned pursuant to the foregoing provisions of this clause 3.6 of the Debenture, in relation to assets situated in Scotland, whether or not the same are effectively charged pursuant to the foregoing provisions of clause 3 6 of the Debenture

2.5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by clause 3 6 (*Floating Charge*) of the Debenture so that the floating charge created by clause 3 6 (*Floating charge*) of the Debenture shall be a "qualifying floating charge" for the purposes of that paragraph.

2 6 Continuing security

2 6 1 The security from time to time created by the Debenture is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Lender

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2.6 2 No part of the security from time to time created by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

3 Restrictions on Dealing

Save as expressly permitted by the Secured Documents, the Chargor will not create or permit to subsist any Encumbrance on any part of the Charged Assets or, otherwise than in the ordinary course of trading, dispose of or otherwise deal with any part of the Charged Assets.

Definitions

"Assigned Documents" means the documents listed in schedule 2.

"Charged Assets" means the assets, rights and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Lender by or pursuant to the Debenture.

"Guarantee" means a guarantee to be entered into on or about the date of the Debenture between (1) the Chargor and (2) the Lender.

"Encumbrance" means any standard security, mortgage, charge, assignation, pledge, lien or other security right whatsoever

"Insurance Policy" means any policy of insurance or assurance in which the Chargor may at any time have an interest

"Intellectual Property Rights" means:

(a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not; and

(b) the benefit of all applications for and rights to use any such assets.

"Investments" means all shares and stock in the capital of any company other than the Shares, debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Chargor or in which the Chargor has an interest together in all cases with all Related Rights.

"LLP Agreement" means a limited liability partnership agreement to be entered into on or about the date of the Debenture between (1) Tornab Properties Limited (2) Mark Shaw and (3) the Lender

"Mortgaged Property" means the leasehold property specified in schedule 1

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

of this form MG01 and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants.

"Obligor" means any party to the Secured Documents other than the Lender

"Project Advisory Agreement" means the contract for the design and development of the Mortgaged Property to be entered into on or about the date of the Debenture between (1) Lodge SS Limited (registered number. 06609350) (2) the Chargor and (3) the Lender.

"Real Property" means the Mortgaged Property and any other present or future freehold or leasehold property in which the Chargor has an interest and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants

"Related Rights" means, in relation to any Shares or Investments, all rights derived from those Shares or Investments including rights to dividends, interest and other distributions paid or payable after the date of the Debenture on all or any of those Shares or Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Shares or Investments or in substitution or exchange for all or any of the Shares or Investments

"Secured Documents" means

- (a) the Guarantee,
- (b) the LLP Agreement, and
- (c) the Project Advisory Agreement, and
- (d) any agreement or letter (where such letter was intended to create formal obligations) from time to time between any of the parties to those documents set out in (a) to (c) above which provide for the payment of sums to the Lender.

"Shares" means the shares listed in schedule 3 of this form MG01 together with all Related Rights.

Schedule 1

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Mortgaged Property

Registered Land:

County, County Borough or London Borough: Hampshire

Title Number. subject to first registration

Property 251 Ash Road, Aldershot, Hampshire GU12 4DD

Landlord Lodge SS Limited

Tenant Aldershot Self Storage LLP

Term a term expiring on 8 April 2154

Schedule 2

Assigned Documents

Date	Parties	Description
Dated on or around the date of the Debenture	(1) Aldershot Self Storage LLP (2) Ash Road SS Limited	Tenancy at Will
Dated on or around the date of the Debenture	(1) Aldershot Self Storage LLP (2) Lok'N Store Limited (3) Tornabi Properties Limited (4) Mark Shaw	LLP Agreement

Schedule 3

The Shares

Registered owner	Company in which shares held	Registered number	Class and nominal value of shares	Number of shares
Aldershot Self Storage LLP	Ash Road SS Limited	08020450	Ordinary £1 00	100

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

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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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. OC373939
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 JULY 2012
AND CREATED BY ALDERSHOT SELF STORAGE LLP FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
OBLIGORS TO LOK'N STORE LIMITED 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 11 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 AUGUST 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

