

# LL MG01

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



018179113

**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-  
gister particulars of a mortgage or c  
for a Scottish LLP.  
To do this, please use form  
LL MG01s.

WEDNESDAY



\*A7FLWF2U\*

A20

18/11/2009

250

COMPANIES HOUSE

1

### LLP details

LLP number

0 C 3 4 3 6 4 8

LLP name in full

Aarjay LLP

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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 \*

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### Date of creation of charge

Date of creation

d 0 d 2 m 1 m 1 y 2 y 0 y 0 y 9

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### 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 2 November 2009 and made between Aarjay LLP ("the  
Company") (1) and Alliance & Leicester Plc ("the Bank") (2)

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### Amount secured

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

Amount secured

Definitions (unless the context otherwise requires)

"Expenses" means all interest, commission, fees and  
legal and other costs, charges and expenses which  
the Bank or any Receiver may charge or incur in  
relation to the Mortgagor or this Charge and/or in  
relation to the Charged Property and/or breach of  
any provision of, and

the protection, realisation or enforcement of this  
charge, in each case on a full indemnity basis  
..... /continuation sheet

### 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.		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Name	Alliance & Leicester Plc	
Address	Carlton Park Darborough Leicester	
Postcode	L E 1 9 O A L	
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><b>Definitions</b> (unless the context otherwise requires)</p> <p><b>"Charged Property"</b> shall mean all that leasehold property known as Grovehill Pharmacy 2 Henry Wells Square Hemel Hempstead Herts HP2 6BJ as demised by a Lease dated 26<sup>th</sup> March 2004 made between Dacorum Borough Council (1) Michael Mockler and Geraldine Mockler (2) and includes all rights attached appurtenant to it and all buildings, erections, fixtures, fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlords fixtures), fixed plant and machinery from time to time on it and any Insurance and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof</p> <p><b>"Rental Income"</b> shall mean the gross rents, licence fees and other monies receivable now or hereafter of the Charged Property or in any agreement for lease or otherwise without limitation derived by the Mortgagor from the Charged Property or otherwise paid to or received by the Mortgagor in respect of the Charged Property</p> <p><b>"Insurance"</b> shall mean all contracts and policies of insurance of whatever nature in connection with the Charged Property which are, from time to time, taken out by or with the authority or on behalf or for the benefit of the Mortgagor or (to the extent of such interest) in which the Mortgagor has interest</p> <p><b>"Agreement for Lease"</b> shall mean all present and future agreements, contracts options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis)</p> <p>...../continuation sheet</p>	

## LL MG01 - continuation page

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### Amount secured

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

Amount secured

All monies, obligations and liabilities whatsoever for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Company to the Bank whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Company's other liabilities whatever to the Bank including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest and including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner of the Bank (as well after as before judgement) (the "Secured Liabilities")

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

### 1. Fixed Charge

The Company with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities Charges in favour of the Bank:

(a) by way of fixed charge by way of legal mortgage, all rights, title, estate and other interests of the Company in the Charged Property

(b) by way of fixed charge

(i) all benefits, claims and returns of premiums in respect of any Insurance; and

(ii) in so far as the legal mortgage set out in clause 1 (a) or the assignments as set out in clause 2(Assignment) are, for any reason, ineffective as a legal mortgage or assignments (as the case may be), all of the assets, properties, revenues and rights of the Company referred to in those clauses

### 2. Assignment

The Company with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities, Charges to the Bank by way of first priority assignment all of its rights, title, estate and other interests in and to:

(a) the Rental Income and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Charged Property and all guarantors and sureties for the obligations of such persons

(b) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Company in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Property and any other person, firm or company now or from time to time under the contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons.

(c) the benefit of all Agreements for Lease, all the proceeds of any claim, award or judgement arising out of any Agreement for Lease and all sums paid or payable to the Company under or in respect of any Agreement for Lease; and

(d) the benefit of all covenants, agreements rights and remedies relating to the Charged Property

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## 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

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## 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.

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## 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

Company name

Teacher Stern LLP

Address 37-41 Bedford Row

Post town London

County/Region

Postcode

W C 1 R 4 J H

Country England

DX 177 Chancery Lane

Telephone 020 7242 3191



## 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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.  
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)



## **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. OC343648  
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 2  
NOVEMBER 2009 AND CREATED BY AARJAY LLP FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
LIMITED LIABILITY PARTNERSHIP TO ALLIANCE &  
LEICESTER PLC 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 18 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 NOVEMBER  
2009

DT  
13.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES