

MR01

Particulars of a charge

236148/13



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is NOT for
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You must enclose a certified copy of the instrument with this form. It
will be scanned and placed on the public record. Do not send the original.



A16 *A4F8408Q* #16
04/09/2015
COMPANIES HOUSE

FRIDAY

1 Company details

Company number ☒ 3 ☐ 0 ☐ 0 ☐ 5 ☐ 2 ☐ 6 ☐ 2 ☐
Company name in full LDC (PORTFOLIO ONE) LIMITED
as Chargor

For official use
57

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ☒ 0 ☒ 2 ☐ 0 ☐ 9 ☐ 2 ☐ 0 ☐ 1 ☐ 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name LGIM COMMERCIAL LENDING LIMITED
as Facility Agent

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

The freehold land known as Parkway Gate, Wilmott Street, Manchester registered at the Land Registry with title numbers GM67383, GM870318, GM67384 and LA119361.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP
(on behalf of the Facility Agent) X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



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. The contact information you give will be visible to searchers of the public record.

Contact name Edward Davenport

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country UK

DX 73 LONDON/CITY

Telephone 020 3088 0000



Certificate

We will send your certificate to the presenter's address if given above or to the company'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 company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



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 each mortgage or charge filed on paper.

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 companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies 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 companies 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

Company number: 3005262

Charge code: 0300 5262 0057

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd September 2015 and created by LDC (PORTFOLIO ONE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th September 2015.

DT

Given at Companies House, Cardiff on 9th September 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SUPPLEMENTAL SECURITY AGREEMENT

DATED 2 September 2015

LDC (PORTFOLIO ONE) LIMITED

and

LGIM COMMERCIAL LENDING LIMITED
as Facility Agent

and

relating to
A PORTFOLIO OF UNITE PROPERTIES FOR STUDENT ACCOMMODATION

ALLEN & OVERY

Allen & Overy LLP

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overy LLP
3 September 2015

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THIS DEED is dated 2 September 2015 and is made

BETWEEN

- (1) **LDC (PORTFOLIO ONE) LIMITED** (Registered number 3005262) (the **Chargor**), and
- (2) **LGIM COMMERCIAL LENDING LIMITED** as agent and trustee for the Finance Parties (the **Facility Agent**)

BACKGROUND

- (A) Pursuant to a Security Agreement dated 30 April 2012 (the **Original Security Agreement**) between the Chargor and the Facility Agent, the Chargor charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).
- (B) In accordance with the Credit Agreement, the Chargor has acquired an Additional Property and, accordingly, the Chargor has agreed to enter into this Deed in connection with the Credit Agreement
- (C) This Deed is supplemental to the Original Security Agreement
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows

1. INTERPRETATION

- (a) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1 2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement are to be construed as references to this Deed
- (c)
 - (i) A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility;
 - (ii) the term **this Security** means any security created by this Deed, and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future assets
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

- (f) If the Facility Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed
 - (i) is created in favour of the Facility Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Facility Agent holds the benefit of this Deed on trust for the Finance Parties

2.2 Land

- (a) The Chargor charges by way of a first legal mortgage the property specified in the Schedule under the heading Real Property
- (b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes.
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

2.3 Confirmation

The Chargor confirms that, as security for the payment of the Secured Liabilities.

- (a) it has charged in favour of the Facility Agent by way of first fixed charge the assets relating to the property specified in the Schedule and referred to in clauses 2 3 (Securities) to 2 6 (Book Debts etc) (inclusive) and clause 2 10 (Miscellaneous) of the Original Security Agreement, and
- (b) it has assigned to the Facility Agent by way of security the assets relating to the property specified in the Schedule and referred to in clauses 2 8 (Insurances) to 2 9 (Other Contracts) (inclusive) of the Original Security Agreement

3. INCORPORATION

The provisions of clause 3 (Representations and Warranties - General) to 19 (Release) (inclusive) (other than clause 5 4 (H M Land Registry)) of the Original Security Agreement are deemed to be

incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

4. H.M. LAND REGISTRY

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H M Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of LGIM Commercial Lending Limited referred to in the charges register or their conveyancer (Standard Form P)"

5. CONTINUATION

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed
- (c) This Deed is designated a Finance Document

6. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1

REAL PROPERTY

The freehold land known as Parkway Gate, Wilmott Street, Manchester registered at the Land Registry with title numbers GM67383, GM870318, GM67384 and LA119361

SIGNATORIES

Chargor

EXECUTED AS A DEED by
LDC (PORTFOLIO ONE)
LIMITED
acting by

)
)
)



Director

In the presence of

Witness's signature

Name.

Address



Nisha Khandelwal
Company Secretary and Legal Officer
The Core, 40 St Thomas Street
Bristol BS1 6JX

The Facility Agent

LGIM COMMERCIAL LENDING LIMITED

By

SIGNATORIES

Chargor

EXECUTED AS A DEED by)
LDC (PORTFOLIO ONE))
LIMITED
acting by)

Director

In the presence of

Witness's signature

Name

Address

The Facility Agent

LGIM COMMERCIAL LENDING LIMITED

By

A large black rectangular redaction box covering the signature and name of the Facility Agent.