

MG01

Particulars of a mortgage or charge



717481 / 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 in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

THURSDAY



A28

A185SAMI

03/05/2012

#122

COMPANIES HOUSE

1

Company details

Company number

0 4 7 6 8 9 8 5

Company name in full

SACKVILLE TIPP PROPERTY (GP) Limited

Z

For official use

→ Filing 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

d1 d6 m0 m4 y2 y0 y1 y2

3

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

A security assignment dated 16 April 2012 in favour of The Royal Bank of Scotland plc (registered number SC090312) (the "Agent", the "Security Agent", the "Arranger" and the "Hedge Counterparty") acting as trustee for the Secured Parties (as defined below) (the "Deed")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed as principal or surety, jointly or severally or in any other capacity whatsoever and whether owed to the original obligee or any other person as a result of any transfer, amalgamation or acquisition including (without limitation) interest, fees, banking charges, commission and sums due in relation to costs and expenses) of any kind and in any currency due, owing or incurred by (a) the Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the Secured Parties under any Finance Document or (b) the Chargor under the Deed (the "Secured Liabilities")

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 (if any)

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 The Royal Bank of Scotland plc

Address 280 Bishopsgate, London

Postcode E C 2 M 4 R 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

1 Covenant to Pay

The Chargor undertakes to pay all the Secured Liabilities (as defined below) when due in accordance with the terms applicable to those Secured Liabilities or, if the relevant terms do not specify a time for payment, immediately on demand by the Security Agent provided that the liability of the Chargor shall be limited to the proceeds of disposal or other realisation of the Assigned Rights (as defined below) pursuant to the Deed

2 Security

2 1 Assignment

The Chargor assigns absolutely the Assigned Rights by way of security to the Security Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities

2 2 Charge

To the extent that any right, title or interest described in Clause 2 1 of this form MGO1 is not effectively assigned, the Chargor charges, with full title guarantee and as a continuing security for the discharge of the Secured Liabilities, such rights, title and interests in favour of the Security Agent by way of first priority fixed charge

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>3 Undertakings</p> <p>3 1 The Chargor undertakes to the Security Agent that</p> <p>(a) Negative Pledge it shall not, without the prior consent in writing of the Security Agent, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Assigned Rights,</p> <p>(b) Disposals it shall not dispose of the Assigned Rights or agree so to do (and for these purposes the term "dispose" shall include any form of disposal including any transfer, declaration of trust, assignment, sale, novation or the creation of any other form of legal or equitable interest in or over the Assigned Rights other than any lien arising by operation of law),</p> <p>(c) Prejudicial Action it shall not do or cause or permit to be done anything which could reasonably be expected to depreciate, jeopardise or otherwise prejudice the value to the Security Agent of the Assigned Rights or the Security under the Deed in any material respect,</p> <p>(d) Consents it shall obtain all necessary consents to enable the Assigned Rights to be assigned or charged pursuant to the Deed, and</p> <p>(e) New Partners It shall promptly notify the Security Agent of any person who proposes to accede as a partner to the Partnership Agreement (as defined below)</p> <p>4 Definitions</p> <p>"Assigned Rights" means all rights, titles, benefits and interests, whether present or future, of the Chargor acting as general partner on behalf of Threadneedle Investors Property Partnership LP, a limited partnership registered in Scotland (registration number SL006686) in, to or arising under the Partnership Agreement (defined below) made between, among others, (1) the Sackville UKPEC1 Leeds (GP) Limited (the "General Partner") and (2) the Chargor (creating the "Partnership")</p> <p>"Borrower" means Threadneedle UKPEC1 Leeds LP, a limited partnership registered in England & Wales acting by its general partner Sackville UKPEC1 Leeds (GP) Limited</p> <p>"Chargor" means Sackville TIPP Property (GP) Limited a company incorporated in England and Wales (company number 4768985) acting as general partner of the Borrower (defined above)</p> <p>"Carried Interest" means the distributions made to the Chargor in its capacity as the Special Limited Partner, as outlined in clauses 11 1(d)(ii), 11 1(e)(ii) and 11 1(g)(ii) of the Partnership Agreement</p> <p>"Chargor's Investment" means the amount contributed by the Chargor under clause 3 of the Partnership Agreement</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent and/or any Receiver (as appropriate)</p> <p>"Duty of Care Agreements" means a duty of care agreement entered into by the Borrower acting by its general partner the General Partner, the Security Agent and (a) Workman LLP, (b) Threadneedle Property Investments Limited and (c) the Threadneedle Asset Management Limited each dated 16 April 2012</p> <p>"Facility Agreement" means the £15,000,000 facility agreement dated 12 April 2012 amongst others, the Borrower, the Secured Parties and the Security Agent</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower acting by the General Partner setting out any of the fees referred to in Clause 11 (Fees) of the Facility Agreement</p> <p>"Finance Documents" means the Facility Agreement, any Security Document, any Hedging Agreement, any Duty of Care Agreement, any Fee Letter and any other document designated as such by the Agent and the Borrower acting by the General Partner</p> <p>"Finance Parties" means the Agent, the Security Agent, the Arranger, the Hedge Counterparty, the Lenders and the Servicer so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents,</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Chargor for the purpose of hedging interest payable under the Facility Agreement</p> <p>"Investor" means the Chargor in respect of the Chargor's Investment and each person who becomes a limited partner by signing a form of adherence in a form acceptable to the manager of the Partnership</p> <p>"Limited Partners" means the Chargor and the Investors (and "Limited Partner" shall be construed accordingly)</p> <p>"Obligor" means the Borrower, the General Partner, Sackville UKPEC1 Leeds Nominee 1 Ltd and Sackville UKPEC1 Leeds Nominee 2 Ltd</p> <p>"Partnership Agreement" means the partnership agreement dated 8 March 2012 as amended and restated from time to time made between, among others, (1) the General Partner and (2) the Chargor</p> <p>"Receiver" means any person appointed by the Security Agent to be a receiver or receiver and manager or administrative receiver of the Assigned Rights or any part thereof</p> <p>"Security" means any mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect</p> <p>"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed as principal or surety, jointly or severally or in any other capacity</p>	

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="304 416 1026 450">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="304 510 1481 696">whatsoever and whether owed to the original obligee or any other person as a result of any transfer, amalgamation or acquisition including (without limitation) interest, fees, banking charges, commission and sums due in relation to costs and expenses) of any kind and in any currency due, owing or incurred by (a) any Obligor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the Secured Parties under any Finance Document or (b) the Chargor under the Deed</p> <p data-bbox="304 712 667 745">"Security Documents" means</p> <p data-bbox="304 763 459 797">(a) the Deed,</p> <p data-bbox="304 813 1497 875">(b) the security agreement entered into by Threadneedle UK Property Equity Club 1 PC and the Security Agent, dated 16 April 2012,</p> <p data-bbox="304 891 1497 954">(c) the security agreement entered into by Threadneedle UK Property Equity Club Series Trust 1 and the Security Agent, dated 16 April 2012,</p> <p data-bbox="304 969 1497 1032">(d) the share charge entered into by Threadneedle Property Investments Limited and the Security Agent, dated 16 April 2012,</p> <p data-bbox="304 1048 1497 1111">(e) the debenture entered into by the Borrower, amongst others, and the Security Agent, dated 16 April 2012, and</p> <p data-bbox="304 1126 1497 1189">(d) any other document evidencing or creating Security over any asset to secure any obligation of the Chargor to a Secured Party under the Finance Documents, or</p> <p data-bbox="304 1220 1449 1254">(e) any other document designated as such by the Agent (or the Security Agent) and the Chargor</p> <p data-bbox="304 1285 1214 1319">"Secured Parties" means the Finance Parties, a Receiver and any Delegate</p> <p data-bbox="304 1350 1398 1413">"Servicer" means any person appointed by the Agent, Security Agent or a Lender to act as a servicer or special servicer of any loan made under the Facility Agreement</p> <p data-bbox="304 1444 1433 1507">"Special Limited Partner" means the Chargor (but only in its capacity as a recipient of Carried Interest, and not in any other capacity)</p>

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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

Nil

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 (section 860). 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 (section 870).

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 (section 866). 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 section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X SJ Berwin LLP X

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

CHFP025

03/11 Version 5.0

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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 **Brad Carptner**

Company name **S J Berwin**

Address **10 Queen Street Place**

Post town **London**

County/Region **Greater London**

Postcode **E C 4 R 1 B E**

Country **United Kingdom**

DX **255 Chancery Lane**

Telephone **020 7111 2147**



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 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(s) 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 each 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 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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4768985
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
16 APRIL 2012 AND CREATED BY SACKVILLE TIPP PROPERTY
(GP) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE CHARGOR TO THE SECURITY AGENT
OR ANY OF THE SECURED PARTIES 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 ON THE 3 MAY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MAY 2012

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Companies House
— for the record —



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