

MG01

Particulars of a mortgage or charge

1 34478/26



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
particulars of a charge for a
company. To do this, please
use form MG01s

WEDNESDAY



A11

"A1LPFT20"

14/11/2012

#127

COMPANIES HOUSE

1

Company details

Company number 0 4 7 6 8 9 8 5

Company name in full Sackville Tapp Property (GP) Limited (the "Company")

3

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 d0 d9 m1 m1 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

Assignment in Security by Threadneedle Investors Property Partnership LP acting by its general
partner the Company (the "Assignor") in favour of The Royal Bank of Scotland plc as lender (the
"Lender") (the "Assignment in Security")

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Amount secured

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

Amount secured

All or any monies, liabilities and obligations, whether actual or
contingent and whether owed jointly or severally or as principal
debtor, guarantor, cautioner, surety or otherwise, which are at the
date of the Assignment in Security or may at any time after the date of
the Assignment in Security (whether before or at any time after
demand) be or become due in any manner by the LP to the Lender,
and all or any monies, liabilities and obligations due by the Assignor
under the Assignment in Security (each term as defined in the
continuation page below)

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 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y 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 attached continuation page below

MG01 - continuation page

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

1 In security for the payment and discharge of the Secured Obligations, the Assignor assigned the Secured Rights to the Lender on the terms and conditions specified in the Assignment in Security

2 Unless otherwise agreed in writing by the Lender, the Assignor shall not assign or create or permit any form of security, charge or encumbrance to arise over or otherwise deal with the Secured Rights or any part thereof until the Secured Obligations have been fully and unconditionally paid or discharged

Definitions -

"LP" means Threadneedle UK Property Select II LP, a limited partnership formed under the laws of Scotland and having its registered office at 80 George Street, Edinburgh, EH 2 3BU,

"LPA" means the amended and restated limited partnership agreement between Sackville UK Property Select II (GP) Limited, Threadneedle UK Property Select Fund II Limited, Threadneedle UK Property Select Trust II and Threadneedle Investors Property Partnership LP dated 5 November 2012 as amended by deed of amendment dated 9 November 2012,

"Related Rights" means all rights, remedies, benefits and entitlements now or at any time hereafter accrued or accruing in respect of the Assignor's part of the LPA hereby assigned including, without limitation

- (a) all interests of the Assignor in all and any assets of the LP and in the LP itself, including any entitlement of the Assignor to the capital of the LP and to undrawn profits,
- (b) the right to payment of all monies due thereunder,
- (c) the proceeds of all payments thereunder and of all claims, awards, adjudications and judgments under or in respect thereof,
- (d) all claims for damages in respect of any breach thereof (other than a breach by the Assignor),
- (e) the benefit of all (if any) warranties and indemnities,
- (f) all (if any) rights of termination of rescission,
- (g) the right to require and enforce performance by the other party or parties of its or their obligations thereunder by way of adjudication, arbitration, proceedings or otherwise, and
- (h) the right to perform and fulfil the obligations on the Assignor's part thereunder, and

"Secured Rights" means the Assignor's whole right, title and interest, past, present and future, in and to the LPA and the Related Rights

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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

None

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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 (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).

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Signature

Please sign the form here

Signature

Signature

X *Pinet Magnus LLP* X

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

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Particulars of a mortgage or 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 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 Rebecca Noble (RN04) (71376 08560)

Company name Pinsent Masons LLP

Address 30 Crown Place

Doc no 42694623

Post town London

County/Region

Postcode E C 2 A 4 E S

Country

DX 157620 Broadgate 3

Telephone 020 7490 6474



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



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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. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION IN SECURITY
DATED 9 NOVEMBER 2012 AND CREATED BY SACKVILLE TIPP
PROPERTY (GP) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK
OF SCOTLAND PLC 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 14 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 NOVEMBER
2012



Companies House



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