

MG01

Particulars of a mortgage or charge



085296

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**
You cannot use this for
particulars of a charge
company. To do this, p
form MG01s

SATURDAY



A35 *A10A41SO* 22/12/2012 #532
COMPANIES HOUSE

1	Company details	For official use
Company number	0 5 2 6 1 5 9 8	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Allied London (Manchester House) Limited (the "Chargor")	

2	Date of creation of charge
Date of creation	d1 d7 m1 m2 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	Debenture made between the Chargor (1) and the Lender (2) (the "Debenture")

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge All obligations of each Obligor owed or expressed to be owed to the Lender under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity (the " Secured Liabilities ")	

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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 Pramerica Real Estate Capital A S à r.l.

Address 15 Boulevard Joseph II, L-1840 Luxembourg

Grand Duchy of Luxembourg (the "Lender")

Postcode

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 Fixed Security

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee

- (a) charged to the Lender by way of legal mortgage all real property owned by the Chargor at the date of the Debenture including the Property,
- (b) charged to the Lender by way of equitable mortgage any real property acquired by the Chargor after the date of the Debenture;
- (c) assigned to the Lender by way of fixed security its rights and interest in the Rental Income,
- (d) assigned to the Lender by way of fixed security its rights and interest in
 - (i) any present or future right to occupy any Property,
 - (ii) rights under any present or future contract for the purchase of any Property and damages payable in respect of any such contract,

(see continuation page)

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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	<p>(e) assigned to the Lender by way of equitable mortgage its rights and interest in</p> <p>(1) any Investments listed in schedule 3 of the Debenture;</p> <p>(11) any Dividends in respect of any Investments listed in schedule 3 of the Debenture,</p> <p>(111) any other present or future Investment owned by the Chargor,</p> <p>(1v) any Dividends in respect of any such other Investments,</p> <p>(f) charged to the Lender by way of fixed charge its rights and interest in</p> <p>(1) any Plant and Equipment listed in schedule 2 of the Debenture,</p> <p>(11) its present and future goodwill and uncalled capital;</p> <p>(111) any present or future Debts owing to the Chargor,</p> <p>(1v) any money now or at any time after the date of the Debenture standing to the credit of the General Account,</p> <p>(v) any money now or at any time after the date of the Debenture standing to the credit of the Sale Proceeds Account,</p> <p>(v1) any present or future insurances in respect of any Charged Property and the proceeds of such insurances,</p> <p>(v11) any present or future Intellectual Property, and</p> <p>(g) assigned to the Lender by way of fixed security its rights and interest in any agreements listed in schedule 4 of the Debenture and any guarantee or security for the performance of any such agreements</p>	
	2. Floating Security	
	2 1 Floating charge	
	<p>As continuing security for the payment of the Secured Liabilities the Chargor charged to the Lender by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Lender by way of fixed security under clause 3 (Fixed Security) of the Debenture.</p>	
	2.2 Conversion	

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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

Subject to clause 4 3 (Moratorium under Insolvency Act) of the Debenture, the Lender may at any time by written notice to the Chargor convert the floating charge created by clause 4 1 (Floating Charge) of the Debenture into a fixed charge as regards any assets specified in the notice if

- (a) an Event of Default has occurred, or
- (b) in the reasonable opinion of the Lender such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor.

2.3 Moratorium under Insolvency Act

The Lender shall not be entitled to convert the floating charge created by clause 4.1 (Floating Charge) of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s. 1A of and schedule A1 to the Insolvency Act

2 4 Qualifying floating charge

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4 1 (Floating Charge) of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act

3 Undertakings

3 1 Negative pledge

The Chargor shall not create or permit to subsist any Security over any of the Charged Property other than security granted in favour of the Lender or pursuant to the Senior Finance Documents

3.2 Disposals

Save as permitted pursuant to the Finance Documents and the Intercreditor Agreement, the Chargor shall not sell, transfer, lease or otherwise dispose or purport or agree to dispose of:

- (a) any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Lender under clause 3 (Fixed Security) of the Debenture, and
- (b) any of its other assets other than on arms length terms in the ordinary course of its trading

Definitions

"Borrower" means Allied London Holdco Limited (incorporated in England and Wales with number 08243162) whose registered office is at First Floor, 33 Cork

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 342 1037 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 443 663 472">Street, London W1S 3NQ,</p> <p data-bbox="320 506 1503 562">"Charged Property" means the assets mortgaged, charged or assigned by the Chargor under the Debenture;</p> <p data-bbox="320 595 1503 707">"Debts" means all book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank,</p> <p data-bbox="320 741 1503 797">"Dividends" means all dividends, interest and other money payable in respect of the Investments,</p> <p data-bbox="320 831 1503 887">"Event of Default" has the same definition assigned to it as in the Loan Agreement,</p> <p data-bbox="320 954 1503 1010">"Finance Document" has the same definition assigned to it as in the Loan Agreement,</p> <p data-bbox="320 1043 1503 1099">"General Account" has the same definition assigned to it as in the Loan Agreement,</p> <p data-bbox="320 1133 1018 1162">"Insolvency Act" means the Insolvency Act 1986,</p> <p data-bbox="320 1218 1503 1330">"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Debenture and made between (amongst others) (1) The Royal Bank of Scotland plc as Senior Agent, (2) the Lender as Junior Creditor and (3) the Chargor as an Original Debtor</p> <p data-bbox="320 1364 663 1393">"Investment" means any:</p> <p data-bbox="320 1426 1469 1456">(a) stock, share, bond or any form of loan capital of or in any legal entity,</p> <p data-bbox="320 1489 991 1518">(b) unit in any unit trust or similar scheme,</p> <p data-bbox="320 1552 1182 1581">(c) warrant or other right to acquire any such investment,</p> <p data-bbox="320 1615 1503 1671">and any offer, right or benefit in respect of any such investment other than Dividends,</p> <p data-bbox="320 1704 1503 1850">"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,</p> <p data-bbox="320 1883 1503 1962">"Loan Agreement" means a loan agreement dated on or about the date of the Debenture made between (amongst others) the Borrower and the Lender as the same may be amended or varied from time to time,</p> <p data-bbox="320 1995 1437 2024">"Obligors" has the same definition assigned to it as in the Loan Agreement,</p>

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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	<p>"Permitted Security" has the same definition assigned to it as in the Loan Agreement;</p> <p>"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Property,</p> <p>"Property" means the property described in schedule 1 of the Debenture being the freehold property at 58 Wood Street and 18-30 (even) Bridge Street, Manchester (now known as Tower 12) registered at the Land Registry with title number LA6650,</p> <p>"Rental Income" has the same definition assigned to it as in the Loan Agreement;</p> <p>"Sale Proceeds Account" has the same definition assigned to it as in the Loan Agreement,</p> <p>"Security" has the same definition assigned to it as in the Loan Agreement, and</p> <p>"Senior Finance Documents" has the same definition assigned to it as in the Loan Agreement,</p>	

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7	Particulars as to commission, allowance or discount (if any)	
Commission, allowance or discount	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
	Nil	
8	Delivery of instrument	
	<p>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).</p>	
	<p>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).</p>	
9	Signature	
Signature	Please sign the form here	
	<p>Signature</p> <p>X <i>Taylor Wesley CP</i> X</p>	
	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 PXH/JAB

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



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. 5261598
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17
DECEMBER 2012 AND CREATED BY ALLIED LONDON
(MANCHESTER HOUSE) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
PRAMERICA REAL ESTATE CAPITAL A S.A R.L. 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
22 DECEMBER 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2013

