

MR01

Particulars of a charge

200545 - E13

Laserform

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

You can use the WebFiling
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 the
instrument Use form MR08

THURSDAY



A32

A3FOLW0A

04/09/2014

#210

COMPANIES HOUSE

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. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 07503251
Company name in full LDC (ST PANCRAS WAY) GP4 LIMITED

3 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 *

2 Charge creation date

Charge creation date 29/08/2014

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 HSBC BANK PLC as agent and security trustee

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

MR01

Particulars of a charge

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

Leasehold property known as 11-13 St Pancras Way, London NW1 0PT registered at the Land Registry under title number NGL929932 save for part of the property on the ground floor edged red on the plan attached to the instrument

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 *Burges Salmon LLP* 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 **Emily Scaife**

Company name **Burges Salmon**

Address **One Glass Wharf**

Post town **Bristol**

County/Region

Postcode **B S 2 0 Z X**

Country

DX **7829 Bristol**

Telephone **0117 939 2000**

**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 enquires@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: 7503251

Charge code: 0750 3251 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th August 2014 and created by LDC (ST PANCRAS WAY) GP4 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th September 2014.

DX

Given at Companies House, Cardiff on 9th September 2014



Companies House



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

Dated

29 August

2014

SUPPLEMENTAL DEBENTURE

LDC (ST PANCRAS WAY) GP3 LIMITED (1)

LDC (ST PANCRAS WAY) GP4 LIMITED (2)

HSBC BANK PLC (as agent and security trustee for itself and each of the other Finance Parties) (3)

We certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy of the instrument is a correct copy of the original instrument.

Signed Burges Salmon LLP
Date 03/01/14
Solicitor's Reference EM11

Ref LD08/RL01
Burges Salmon LLP
www.burges-salmon.com
Tel: +44 (0)117 939 2000
Fax +44 (0)117 902 4400



BURGES
SALMON

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THIS DEED is dated

29 August

2014 and made

BETWEEN

- (1) LDC (St Pancras Way) GP^{3 BS} Limited incorporated in England and Wales with registration no 07503268 ("GP3"),
- (2) LDC (St Pancras Way) GP^{4 BS} Limited incorporated in England and Wales with registration no 07503251 ("GP4"),

(GP3 and GP4 together the "Chargors" and each a "Chargor"),

- (3) **HSBC BANK PLC** (registered number 14259) whose registered office is at 8 Canada Square, London E14 5HQ as agent and security trustee for itself and each of the other Finance Parties (as defined below) (the "Security Trustee")

BACKGROUND:

- (A) The Chargors and the Security Trustee are party to
- (i) a development term loan facility and investment term loan facility agreement dated 30 January 2012 between, amongst others, LDC (St Pancras Way) Limited Partnership acting by its general partners LDC (St Pancras Way) GP1 Limited and LDC (St Pancras Way) GP2 Limited (as borrower), LDC (St Pancras Way) GP1 Limited (as obligor), LDC (St Pancras Way) GP2 Limited (as obligor), LDC (St Pancras Way) Management Limited Partnership acting by its general partners LDC (St Pancras Way) GP3 Limited and LDC (St Pancras Way) GP4 Limited (as obligor), LDC (St Pancras Way) GP3 Limited (as obligor), LDC (St Pancras Way) GP4 Limited (as obligor), LDC (St Pancras Way) Holdings Limited (as obligor), The Unite Group plc (as obligor) HSBC Bank plc (as arranger), HSBC Bank plc (as agent), HSBC Bank plc (as security trustee), HSBC Bank plc (as hedge counterparty) and the Original Lenders (as defined therein) as amended, restated, novated, replaced, supplemented, varied or otherwise modified from time to time (the "Facility Agreement"), and
 - (ii) the debenture dated 30 January 2012 and made between the Chargors and the Security Trustee (the "Debenture")
- (B) This Deed is supplemental to the Debenture and it is intended that it takes effect as a deed notwithstanding that the Security Trustee may have executed it under hand only

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Additional Assets" means each and all of the items described in Schedule 2 (*Additional Assets*)

"Additional Property" means the property details of which are set out in Schedule 1 (*Additional Property*) (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in the future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it

1 2 Interpretation

In this Deed, unless the contrary intention appears, the provisions of clause 1 (*Interpretation*) of the Debenture shall apply with all necessary modifications as if they were set out in full in this Deed

2 COVENANT TO PAY

In this Deed, unless the contrary intention appears, the provisions of clause 2 (*Covenant to Pay*) of the Debenture shall apply with all necessary modifications as if they were set out in full in this Deed

3 CHARGES

3 1 Mortgage

Each Chargor with full title guarantee hereby charges in favour of the Security Trustee as agent and security trustee for itself and each of the other Finance Parties, by way of first legal mortgage, as a continuing security for the payment and discharge of the Secured Obligations, all estates or interests in the Additional Property

3 2 Fixed Charge

Each Chargor with full title guarantee hereby charges in favour of the Security Trustee as agent and security trustee for itself and each of the other Finance Parties, by way of first fixed charge, as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by that Chargor or in which that Chargor may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof)

- (a) all estates or interests in the Additional Property,
- (b) all estates or interests in the Additional Assets, and
- (c) the assets referred to in clause 3 1 (*Fixed Charge*) of the Debenture in so far as they relate to the Additional Property and the Additional Assets and each such clause shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

3 3 Assignment

Each Chargor, with full title guarantee, as continuing security for the payment and discharge of the Secured Obligations, hereby assigns in favour of the Security Trustee as agent and security trustee for itself and each of the other Finance Parties the following assets, both present and future, from time to time owned by that Chargor or in which that Chargor may from time to time have an interest referred to in clause 3 2 (*Assignment*) of the Debenture in so far as they relate to the Additional Property and the Additional Assets and each such clause shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

3 4 Insurance

To the extent that any such right, title and interest described in 3 3 above in relation to clause 3 2(a)(vi) (*Insurances*) of the Debenture is not assignable or capable of assignment, such assignment purported to be affected by such clauses shall operate as an assignment of any and all proceeds of the insurances received by the Chargors subject to the terms of any Occupational Leases save for any proceeds of such insurances properly payable to any third party and to which each Chargor has no right, title or interest, in each case as continuing security for the payment and discharge of the Secured Obligations

4 NOTICES AND ACKNOWLEDGEMENTS

Each Chargor hereby confirms that it shall promptly upon entering into this Deed give to all relevant third parties notices of such assignments in accordance with clauses 3.7 and 10.2 of the Debenture (in respect of the Insurances, such notice shall be substantially in the form specified in Schedule 9 of the Debenture) and shall use reasonable endeavours to procure (to the extent that it is able) that each recipient acknowledges the notices (in respect of the Insurances, such acknowledgement shall be substantially in the form specified in Schedule 9 of the Debenture) and the Security Trustee may (but shall not be obliged to) deliver such notices of assignment to the relevant third parties if that Chargor fails to do so within a reasonable time and all costs incurred by the Security Trustee shall be paid by that Chargor and bear interest from the date such costs were incurred, suffered, computed or payable pursuant to clauses 2.2 and 2.3 of the Debenture

5 FURTHER ADVANCES

The security created by this Deed is intended to secure further advances

6 INCORPORATION

6.1 Incorporation

The provisions of clauses 3.3 (*Floating Charge*) to 24 (*Transfers by the Security Trustee or the Chargors*) (inclusive) of the Debenture are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed as if all references in such clauses to the Debenture were a reference to this Deed

6.2 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of the Facility Agreement and any other relevant loan agreements relating to any disposition of an interest in the Additional Property shall be deemed to be incorporated in this Deed

6.3 Representations and undertakings

- (a) Without prejudice to the generality of clause 6.1 above, on the date of this Deed, each Chargor
 - (i) represents and warrants to the Security Trustee as trustee for itself and for the benefit of each of the other Finance Parties all the representations and warranties expressed or implied in or by the terms of the Debenture as if they were set out in full in this Deed, and
 - (ii) undertakes to the Security Trustee as trustee for itself and for the benefit of each of the other Finance Parties all the undertakings and obligations expressed or implied in or by the terms of the Debenture as if they were set out in full in this Deed

7 LAND REGISTRY

Each Chargor hereby consents to the registration of the following restriction against all present and future registered titles of that Chargor (whether or not specified in this Deed) and against any title to any unregistered property of that Chargor which is or ought to be the subject of a first registration of title at the Land Registry at the date of this Deed

- (a) *Restriction* a restriction in the following terms (or in such other terms as may be required by the Land Registry Rules current at the time of such application for the equivalent restriction) "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before entry of this restriction is to be registered

without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of HSBC Bank plc as agent and security trustee for itself and the Finance Parties referred to in the charges register or their conveyancer", and

(b) *Further advances* a notice of the obligation to make further advances

8 CONTINUATION

8.1 Except insofar as supplemented hereby, the Debenture will remain in full force and effect

8.2 References in the Debenture to "this Deed" and similar expressions shall be deemed to be references to the Debenture as supplemented by this Deed and to this Deed

8.3 The definition of Properties in the Debenture shall hereby include the Additional Property

9 THIRD PARTIES RIGHTS

A person who is not a Party to the Debenture or this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any terms of this Deed but any third party right which exists or is available independently of that Act is preserved

10 COUNTERPARTS

This Deed may be executed in any number of counterparts (each of which shall constitute an original of this Deed) and by the parties on separate counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

11 DESIGNATION

This Deed shall be designated a Finance Document

12 LAW

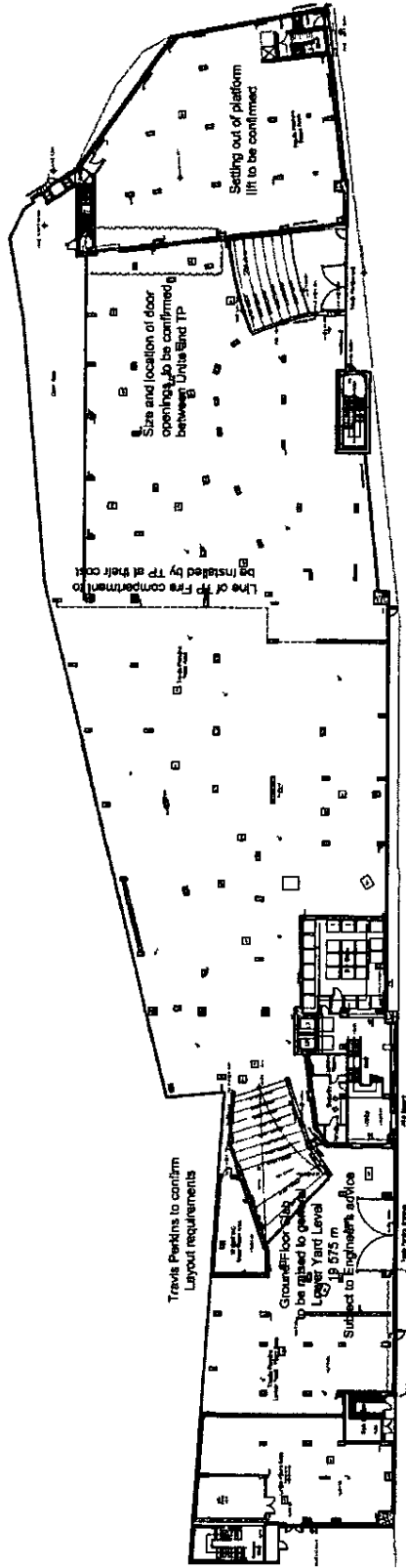
This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by and shall be construed in accordance with English law

EXECUTED AS A DEED by the parties on the date noted at the head of this Deed

Schedule 1

The Additional Property

The Chargor's interest in the 21 years and one day lease between LDC (St Pancras Way) GP1 Limited and LDC (St Pancras Way) GP2 Limited (as general partners of LDC (St Pancras Way) Limited Partnership) and the Chargor dated on or about the date of this Deed and being an underlease of all of the leasehold Property known as 11-13 St Pancras Way, London (NW1 0PT) registered at the Land Registry under title number NGL929932 save for part of the property on the ground floor edged red on the attached Plan



Travis Perkins
Total Development Area
3801.49 Sq M
Addition Mezzanine Building Area
551.63 Sq M
Total Development Area
4353.12 Sq M

GROUND FLOOR AS PROPOSED

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/10/2011
2	ISSUED FOR PERMIT	10/10/2011
3	ISSUED FOR PERMIT	10/10/2011
4	ISSUED FOR PERMIT	10/10/2011
5	ISSUED FOR PERMIT	10/10/2011
6	ISSUED FOR PERMIT	10/10/2011
7	ISSUED FOR PERMIT	10/10/2011
8	ISSUED FOR PERMIT	10/10/2011
9	ISSUED FOR PERMIT	10/10/2011
10	ISSUED FOR PERMIT	10/10/2011

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/10/2011
2	ISSUED FOR PERMIT	10/10/2011
3	ISSUED FOR PERMIT	10/10/2011
4	ISSUED FOR PERMIT	10/10/2011
5	ISSUED FOR PERMIT	10/10/2011
6	ISSUED FOR PERMIT	10/10/2011
7	ISSUED FOR PERMIT	10/10/2011
8	ISSUED FOR PERMIT	10/10/2011
9	ISSUED FOR PERMIT	10/10/2011
10	ISSUED FOR PERMIT	10/10/2011

Mansell
Balfour Beatty

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/10/2011
2	ISSUED FOR PERMIT	10/10/2011
3	ISSUED FOR PERMIT	10/10/2011
4	ISSUED FOR PERMIT	10/10/2011
5	ISSUED FOR PERMIT	10/10/2011
6	ISSUED FOR PERMIT	10/10/2011
7	ISSUED FOR PERMIT	10/10/2011
8	ISSUED FOR PERMIT	10/10/2011
9	ISSUED FOR PERMIT	10/10/2011
10	ISSUED FOR PERMIT	10/10/2011

THE CHARGORS

**EXECUTED as a DEED
by LDC (ST PANCRAS WAY)
GP3 LIMITED**

acting by

Director

in the presence of

Witness signature

Witness full name

Witness address

**EXECUTED as a DEED
by LDC (ST PANCRAS WAY)
GP4 LIMITED**

acting by

Director

in the presence of

Witness signature

Witness full name

Witness address

THE SECURITY TRUSTEE

**SIGNED for and on behalf
of HSBC BANK PLC
as agent and security trustee
for itself and the other
Finance Parties**

)
)
)
)
)



THE CHARGORS

**EXECUTED as a DEED
by LDC (ST PANCRAS WAY)
GP3 LIMITED**

acting by

Director

in the presence of

Witness signature

Witness full name

Witness address

Gaetane de Boishebert
Legal and Company Secretary Officer
The Core, 40 St Thomas Street
Bristol BS1 6JX

**EXECUTED as a DEED
by LDC (ST PANCRAS WAY)
GP4 LIMITED**

acting by

Director

in the presence of

Witness signature

Witness full name

Witness address

Gaetane de Boishebert
Legal and Company Secretary Officer
The Core, 40 St Thomas Street
Bristol BS1 6JX

THE SECURITY TRUSTEE

**SIGNED for and on behalf
of HSBC BANK PLC
as agent and security trustee
for itself and the other
Finance Parties**

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)
)
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