

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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 Scottish company. To do this, please use form MG01s

WEDNESDAY



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A24

19/09/2012

#134

COMPANIES HOUSE

1 Company details		3 For official use	
Company number	0 7 5 8 0 2 6 2	→ Filing 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	LDC (NAIRN STREET) GP1 LIMITED (the "the Company")		
2 Date of creation of charge			
Date of creation	d 3 0 m 0 8 y 2 0 1 2		
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 of rents dated 30 August 2012 and intimated to the tenants on 30 August 2012 (the "Assignment")		
4 Amount secured			
Please give us details of the amount secured by the mortgage or charge			
Amount secured	The Borrowers' obligations and liabilities to the Agent (as agent and trustee for each Finance Party) or any Finance Party arising under the Loan Agreement of any kind and in any currency (whether present or future, actual or contingent and whether owed by a Borrower as principal or surety or incurred alone or jointly with another and whether owed to the relevant Finance Party as original obligor as assignee or transferee), including (without limitation) expenses and interest (the "Borrowers' Liabilities") Capitalised terms appearing in this Form MG01 and continuation pages shall have the meanings ascribed to them under the heading "DEFINED TERMS" on the continuation page entitled "Short particulars of all property mortgaged"		
		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

Name FORTIS BANK, as Security Trustee

Address 10 Harewood Avenue, London

Postcode N W 1 6 A A

Name

Address

Postcode

Continuation page

Please use a continuation page if you need to enter more details

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Assignors assign to the Security Trustee their whole right, title and interest in and to the Rental Income in security of the Borrowers' Liabilities

Continuation page

Please use a continuation page if you need to enter more details

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7	Particulars as to commission, allowance or discount (if any)	
	<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>	
Commission allowance or discount	N/A	
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	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Frankie, MEMBER FOR BROTHERS UP</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 **SZG PCT FOR 219 9**

Company name **Brodies LLP**

Address **15 Atholl Crescent**

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 H A**

Country **United Kingdom**

DX **ED 10**

Telephone **0131 228 3777**



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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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

DEFINED TERMS

In this Form MG01~~3~~, unless otherwise defined, capitalised terms shall have the following meanings

"Agent" has the meaning ascribed to it in the Loan Agreement,

"Assignors" means the Company and LDC (Nairn Street) GP2 Limited, a company incorporated under the Companies Acts (registered number 07580257) and having its registered office at The Core, 40 St Thomas Street, Bristol BS1 6JX, both as nominees and trustees for and on behalf of LDC (Nairn Street) Limited Partnership, a limited partnership registered in England and Wales (registered number LP014385) and having its registered office at The Core, 40 St Thomas Street, Bristol BS1 6JX,

"Borrowers" has the meaning ascribed thereto in the Debenture and accordingly means (1) LDC (Nairn Street) Limited Partnership, (2) LDC (Curzon Street) Limited and (3) LDC (Hampton Street) Limited and each acceding Borrower,

"Debenture" means the debenture between the Assignors and the Security Trustee to be dated on or about the date of execution of the Assignment,

"Electricity Sub-Station Lease" means the lease of part of the leased subjects between (1) LDC (Nairn Street) GP1 Limited and LDC (Nairn Street) GP2 Limited both as nominees and trustees for and on behalf of LDC (Nairn Street) Limited Partnership and (2) SP Distribution Limited currently undergoing first registration in the Land Register of Scotland under Title Number GLA211408,

"Electricity Sub-Station Plan" means the plan annexed and executed as relative to the Assignment,

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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>"Electricity Sub-Station Site" means the subjects let by the Electricity Substation Lease being ALL and WHOLE the subjects comprising the interior only of that room in the ground floor of the Building, the footprint of which subjects extends to 35 square metres or thereby as shown outlined in red on the Electricity Sub-Station Lease Plan, as more particularly described in the Electricity Substation Lease,</p> <p>"Finance Parties" has the meaning ascribed thereto in the Loan Agreement,</p> <p>"Lenders" means each of the banks and financial institutions party to the Loan Agreement,</p> <p>"Loan Agreement" means the loan agreement dated 10 May 2007 between the UNITE Group plc, the Borrowers, Unite Accommodation Management 10 Limited, the Security Trustee and the Lenders as amended, restated and/or varied from time to time,</p> <p>"Occupational Lease" means the lease and any further lease, tenancy or licence to occupy or any agreement for the same from time to time granted by the Assignors in respect of the Property in accordance with the Loan Agreement,</p> <p>"Property" means ALL and WHOLE the subjects known as and forming 69 Nairn Street, Glasgow, being the subjects undergoing first registration in the Land Register of Scotland under Title Number GLA208594 (being ALL and WHOLE the subjects known as the former Kelvin School, 69 Nairn Street, Glasgow outlined in red and coloured blue on the plan annexed and executed to the Disposition by Amber 9 Limited in favour of LDC (Nairn Street) GP1 Limited and LDC (Nairn Street) GP2 Limited both as nominees of and trustees for and on behalf of LDC (Nairn Street) Limited Partnership dated 5 May 2011 and undergoing first registration in the Land Register of Scotland under Title Number GLA208594, which subjects form PART and PORTION of ALL and WHOLE those subjects more fully described in and disposed by Disposition by Daniel M C Gilbert in favour of The School Board of Glasgow dated 1 August 1913 and recorded in the Division of the General Register of Sasines applicable to the County of and Barony and Regality of Glasgow on 5 August 1913, under exception of ALL and WHOLE the subjects</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>described in and disposed by Disposition by The Strathclyde Regional Council in favour of Greater Glasgow Health Board as Endowment Trustees, dated 25 February 1985 and recorded in the said Division of the General Register of Sasines on 11 March 1985), TOGETHER WITH the whole buildings and other erections therein and thereon, UNDER EXCEPTION OF the Electricity Sub-Station Site</p> <p>"Rental Income" means any amounts now or at any time in the future payable to or for the benefit of the Assignors in connection with the letting or use or occupation of the Property and/or in connection with any Occupational Lease including each of the following amounts</p> <ol style="list-style-type: none"> 1 rent including any increase of rent or interim rent agreed by the Assignors or payable pursuant to any tacit relocation of any Occupational Lease and all other amounts payable under any Occupational Lease, 2 any other money payable in respect of any Occupational Lease including any fixture for display or advertisement, 3 any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Assignors in respect of any Occupational Lease net of any costs, fees and expenses incurred but not reimbursed to the Assignors in connection with such claim, 4 any money payable under any policy of insurance in respect of loss of rent, 5 any amount payable or the value of any consideration to be given by or on behalf of the tenant for the surrender or variation of any Occupational Lease, 6 any interest payable on any amount referred to above, and 7 any VAT payable on any amount referred to above, <p>"Security Trustee" means Fortis Bank, a société anonyme in Belgium and registered as a Foreign Company in England and Wales (registered company number FC014598) acting for the purposes of this assignation through its UK Branch (registered branch number BR000357) whose registered office in the UK is 10 Harewood Avenue, London NW1 6AA for itself and as trustee for the Finance Parties</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7580262
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS DATED
30 AUGUST 2012 AND CREATED BY LDC (NAIRN STREET) GP1
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE BORROWER TO THE AGENT (AS AGENT AND
TRUSTEE FOR EACH FINANCE PARTY) OR ANY FINANCE
PARTY 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 19
SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 SEPTEMBER
2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES