

MG01

Particulars of a mortgage or charge



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LASERFORM

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

X **What this form is NOT for**
You cannot use this form to register
particulars of a charge for
company. To do this, please use
form MG01s

WEDNESDAY



L21

L5VXDVE4

29/06/2011

81

COMPANIES HOUSE

1 Company details

Company number 0 7 5 8 0 2 6 2

Company name in full LDC (Nairn Street) GP1 Limited ("GP1")

The Core, 40 St Thomas Street, Bristol BS1 6JZ

2 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 d0 m0 m6 y2 y0 y1 y1

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 Debenture entered into on 10 June 2011 by (1) LDC (Nairn Street) GP1
Limited, (2) LDC (Nairn Street) GP2 Holdings, (3) LDC (Nairn Street)
Limited Partnership ("**Mortgagors**") and Fortis Bank ("**Security Trustee**")
("**Debenture**")

4 Amount secured

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

Amount secured All the Mortgagors' obligations and liabilities to
each Finance Party under each of the Finance
Documents of any kind and in any currency (whether
present or future, actual or contingent and whether
owed by the Mortgagors as principal or surety or
incurred alone or jointly with another and whether
owed to any Finance Party as original obligee or as
assignee or transferee), including (without
limitation) interest, fees, banking charges,
commission and expenses but, in the case of any of
the Mortgagors' Liabilities which is not (but for
clause 2 of the Debenture) due for discharge on
demand, the Security Trustee shall not make demand
before the due date

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

MG01**Particulars of a mortgage or charge****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 Fortis Bank (Company number FC014598)

Address 10 Harewood Avenue

London

Postcode N W 1 6 A A

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

With full title guarantee and with absolute warrandice in the case of Charged Assets located in Scotland or otherwise governed by the law of Scotland and in favour of the Security Trustee, the Mortgagors -

- a) charged to the Security Trustee by way of first legal mortgage all the freehold and leasehold property now vested in or charged to the Mortgagors, including the property specified in the Schedule of the Debenture;
- b) charged to the Security Trustee by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Mortgagors, except the property charged by clause 3 1 of the Debenture,
- c) assigned to the Security Trustee the benefit of all covenants and rights relating to the Mortgagors' freehold and leasehold property and the benefit of all easements serving or relating to such property, subject to reassignment on redemption,
- d) assigned to the Security Trustee the proceeds of each policy of insurance now or in the future issued in relation to the Mortgagors' freehold, heritable and leasehold property and the other assets charged by this deed, subject to reassignment on redemption,
- e) assigned to the Security Trustee all its rights, title and interest under each of the Project Documents (which for the purposes of this clause shall not include the Collateral Warranties), subject to reassignment on redemption,

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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

Nil

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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).

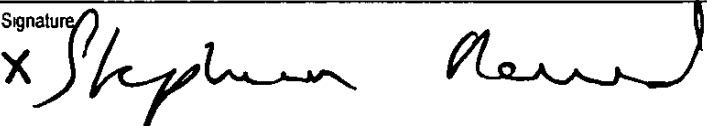
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  x

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 Sarah Amin/1066/01-49-03594

Company name Stephenson Harwood

Address 1 Finsbury Circus

London

Post town

County/Region

Postcode E C 2 M 7 S H

Country

DX DX 64 Chancery Lane

Telephone 020 7809 2554



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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- f) assigned to the Security Trustee all the plant, machinery, fixtures and fittings now and in the future belonging to the Mortgagors and all right, title and interest of the Mortgagors under any agreements (present or future) relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption,
- g) charged to the Security Trustee all vehicles, computers, furnishings, equipment, tools and other chattels of the Mortgagors, present and future, not regularly disposed of in the ordinary course of business,
- h) charged to the Security Trustee by way of fixed charge all the goodwill and uncalled capital of the Mortgagors, present and future,
- i) charged to the Security Trustee by way of fixed charge all shares, stock, debentures and other securities (whether, without limitation, certificated or uncertificated or units of security in an account or balance (whether held as a member or by a nominee) within the system operated by CRESTCo Limited or any other clearing, settlement or transfer system whatsoever and wherever situated) now and in the future belonging to the Mortgagors,
- j) charged to the Security Trustee by way of fixed charge all choses in action, claims and intellectual property rights now and in the future belonging to the Mortgagors,
- k) charged to the Security Trustee by way of fixed charge all book debts and other debts now and in the future owing to the Mortgagors and the proceeds of payment or realisation of each of them until the payment of such proceeds into the Account in accordance with clause 5.2 of the Debenture,
- l) assigned to the Security Trustee the benefit of any currency swap or interest rate swap, cap or collar arrangement, any future, option, forward rate agreement, any derivative instrument (howsoever described) or any other agreement with the Security Trustee or any third party for protecting or hedging any of the Mortgagors' Liabilities to the Security Trustee and/or the Finance Parties under any of the Finance Documents at any time, including without limitation, any Hedging Documents, subject to reassignment on redemption,
- m) charged to the Security Trustee by way of fixed charge all funds standing to the credit of the Mortgagors from time to time on any account with the Security Trustee or any other bank or financial institution, including the Account,
- n) charged to the Security Trustee by way of fixed charge all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Mortgagors, including any such instruments which at any time have been deposited with the Security Trustee (whether or not endorsed to the Security Trustee), and

(continued)

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

o) charged to the Security Trustee by way of floating charge (i) all the undertaking and all property, assets and rights of the Mortgagors present and future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under this deed and (ii) whether or not subject to a mortgage or fixed charge under this deed, all of its undertaking, property, assets and rights located in Scotland or otherwise governed by the law of Scotland

Negative pledge

(Except as permitted by the terms of the Finance Documents) create or permit to arise or continue any Encumbrance affecting the Charged Property.

Definitions

"**Account**" means an account of the Mortgagors with the Security Trustee (or such other bank as the Security Trustee acting reasonably may approve) as nominated by the Mortgagors and approved by the Security Trustee,

"**Charged Property**" means the property, assets and undertaking, mortgaged, charged or assigned by the Mortgagors to the Security Trustee by clause 3,

"**Collateral Warranties**" has the meaning given to it in the Loan Agreement

"**Finance Documents**" has the meaning given to it in the Loan Agreement

"**Finance Parties**" has the meaning given to it in the Loan Agreement

"**Hedging Documents**" has the meaning given to it in the Loan Agreement

"**Loan Agreement**" means the loan agreement dated 10 May 2007 between The UNITE Group plc, UNITE Accommodation Management 10 Limited, LDC (Curzon Street) Limited, the Security Trustee and the Lenders as amended or supplemented from time to time to which the Borrower has become an Acceding Borrower by an accession deed of even date herewith;

"**Project Documents**" has the meaning given to it in the Loan Agreement



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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 JUNE 2011
AND CREATED BY LDC (NAIRN STREET) GP1 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
MORTGAGORS TO EACH 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 29 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JULY 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES