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# MG01

## Particulars of a mortgage or charge



**iris**  
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

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

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A04

10/09/2011

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COMPANIES HOUSE

FOR OFFICIAL USE

### 1 Company details

Company number 0 7 7 0 9 4 4 1  
Company name in full Aldgate Management (GP1) Limited

→ **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 d8 m0 m9 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 Debenture dated 8 September 2011 between, amongst others, QIB (UK) PLC  
(the **Financier**) and Aldgate Management (GP1) Limited (the **Chargor**) (the  
**Debenture**)

### 4 Amount secured

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

Amount secured All monies, obligations and liabilities which shall  
from time to time (and whether on or at any time  
after any demand or judgment) be due, owing or  
incurred by each Obligor (defined below) to the  
Financier under the Facility Documents (defined  
below) whether actually or contingently and whether  
solely or jointly with any other person in whatever  
style or name and whether as principal or surety  
(the **Liabilities**)

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

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## 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 QIB (UK) Plc

Address 4th Floor, Berkeley Square House, Berkeley Square,  
London

Postcode W 1 J 6 B X

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

**Mortgage**

The Chargor charges by way of legal mortgage

- 1 to the fullest extent possible, its interest in each Property, and
- 2 any other freehold or leasehold property now vested in the Chargor.

**Fixed Charge**

The Chargor charges by way of fixed charge each of the following including all rights of enforcement of the same.

- 1 its interest in any freehold or leasehold property acquired after the date of the Debenture,
- 2 its interest in the Relevant Contracts;
- 3 all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property and all guarantees and warranties in respect of them;
- 4 all easements, licences and other rights relating to a Property in which it has an interest,
- 5 the Accounts and any other accounts of the Chargor,
- 6 the Investments,
- 7 if applicable its uncalled capital, and
- 8 its goodwill.

(Please see Definitions section on the continuation page for definitions of Property, Relevant Contracts, Accounts and Investments)

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## Particulars of a mortgage or charge

### 7 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

### 8 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).

### 9 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

**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 Katharine Lewis

Company name Trowers & Hamlins LLP

Address Sceptre Court

40 Tower Hill

London

Post town

County/Region

Postcode 

E	C	3	N		4	D	X
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Country

DX 774 London/City

Telephone 020 7423 8000

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Assignment</b></p> <p>The Chargor assigns each of the following including all rights of enforcement of the same</p> <ol style="list-style-type: none"> <li>1 the Rental Income,</li> <li>2 the Operating Income,</li> <li>3 any disposal proceeds in relation to the Property,</li> <li>4 all book debt and other debts all monies due and owing to it,</li> <li>5 all monies standing to the credit of the Accounts and any other accounts of the Chargor,</li> <li>6 the monies payable to it under all insurance policies, claims under those insurance policies and all monies payable to it under those insurances,</li> <li>7 the benefit of the copyright and similar rights vested in it;</li> <li>8 all causes of action and other rights and remedies in which it has interest,</li> <li>9. the benefit of any monies paid or payable to it by way of compensation, endowment, gift, grant or otherwise, and</li> <li>10. its interest in any VAT receivers</li> </ol> <p><b>Floating Charge</b></p> <p>The Chargor charges by way of floating charge all its assets, property and undertaking both present and future</p> <p><b>Negative Pledge and Disposals</b></p> <ol style="list-style-type: none"> <li>1. The Chargor shall not create or permit to subsist any Security Interest (other than a Permitted Security Interest) over any of the Charged Assets</li> <li>2 The Chargor shall not sell, lease, transfer or otherwise dispose of any Charged Asset, save to the extent permitted by the Master Murubaha Agreement</li> </ol> <p>(Please see the Definitions section below for the definitions of Rental Income, Operating Income, Security Interest, Permitted Security Interest, Charged Assets and Master Murubaha Agreement).</p> <p><b>Definitions</b></p> <p><b>Accounts</b> means various accounts maintained by the Purchaser and/or AMLP under the Facility Documents,</p> <p><b>AMLP</b> means Aldgate Management Limited Partnership (registered number LP014545) whose registered office is at Atelier House, 64 Pratt Street, London NW1 0LF,</p> <p><b>Charged Assets</b> means each and all of the assets, property, undertaking and other interests from time to time in respect of which a Security Interest has been created or was intended to be created under a Facility Document and the subject matter of each of them,</p> <p><b>Commercial Space</b> means approximately 37,000 square feet of A1, B1 and D1</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>use space at the Property,</p> <p><b>Facility Documents</b> means</p> <ul style="list-style-type: none"> <li>(a) the Master Murabaha Agreement;</li> <li>(b) each Security Document,</li> <li>(c) when entered into, the purchase contract and each purchase replacement contract,</li> <li>(d) the duty of care deeds in respect of the Commercial Space and Student Accommodation (as and when entered into),</li> <li>(e) the operator duty of care deed between Kingfisher Property Partnerships Limited, the Purchaser and Financier (as and when entered into),</li> <li>(f) the Intercreditor Deed,</li> <li>(g) the fee letter dated 8 September 2011 between the Financier and the Purchaser, and</li> <li>(h) such other documents at any time designated as such by the Financier and the Purchaser,</li> </ul> <p>and <b>Facility Document</b> means any one of them, as the context so requires, and any reference to a Facility Document and an <b>Obligor</b> means the Facility Document to which it is a party,</p> <p><b>Intercreditor Deed</b> means an intercreditor deed dated 8 September 2011 between, among others, the Financier, the Purchaser and AMLP,</p> <p><b>Investments</b> means the existing or future interest of the relevant person in</p> <ul style="list-style-type: none"> <li>(a) the shares,</li> <li>(b) any stocks, shares, bonds, units or any form of loan or other capital of or in legal entity, and</li> <li>(c) any warrant or other right to acquire any such investment,</li> </ul> <p>in each case, including any income, offer, right or benefit in respect of any such investment,</p> <p><b>Limited Parter</b> means Alternative Developments (Guernsey) Limited a company registered in Guernsey with company number (51757) whose registered office is at Island House, Grande Rue, St Martins, Guernsey, Channel Islands GY4 6RU;</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><b>Management Lease</b> means the lease to be entered into on or about the date of practical completion of the Property between the Purchaser and AMLP,</p> <p><b>Master Murabaha Agreement</b> means a master murabaha agreement dated 8 September 2011 and made between, amongst others, the Purchaser and the Financier and any agreement entered into under or supplemental to it or amending, restating or novating it,</p> <p><b>Occupational Lease</b> means any lease and/or agreement for lease and/or licence or other right of occupation or right to receive rent to which the Property may at any time be subject from the date of the Master Murabaha Agreement or in the future including any guarantee and rent deposit arrangements entered into under the terms of them,</p> <p><b>Operating Income</b> means the aggregate of all amounts paid or payable to or for the account of the AMLP in connection with the letting, management and/or operation of the Student Accommodation,</p> <p><b>Permitted Security Interest</b> means</p> <ul style="list-style-type: none"> <li>(a) any Security Interest arising under the Security Documents,</li> <li>(b) any Security Interest arising under the senior security documents or specified in the Intercreditor Deed,</li> <li>(c) any Security Interest disclosed in the certificate of title,</li> <li>(d) any liens arising by operation of law and in the ordinary course of the relevant person's business and securing obligations not more than 30 days old;</li> <li>(e) any Security Interest created with the prior written consent of the Financier, and</li> <li>(f) any Security Interest which is to be unconditionally and irrevocably discharged in full on the first transaction date,</li> </ul> <p><b>Property</b> means each property details of which are set out below including all</p> <ul style="list-style-type: none"> <li>(a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and like used or enjoyed in connection with it from the date of the Debenture or in the future;</li> <li>(b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures from the date of the Debenture or in future on it, and</li> <li>(c) easements, access-rights, rights of way, wayleaves and rights attaching to it,</li> </ul>

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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

Property	Title number
33 Commercial Road, London E1 1LD	42431, LN210130 and LN210131

**Purchaser** means Aldgate Developments Limited Partnership (registered number LP014544) whose registered office is at Atelier House, 64 Pratt Street, London NW1 0LF,

**Purchaser General Partners** means Aldgate Developments (GP1) Limited and Aldgate Developments (GP2) Limited,

**Relevant Contracts** means each and all of

(a) the development contracts entered into by the Purchaser in relation to the carrying out of the construction on the Property of the Student Accommodation and Commercial Space;

(b) each contract in respect of any disposal of any Charged Asset,

(c) each Occupational Lease,

(d) any managing agent's agreement;

(e) any operator's agreement, and

(f) all other agreements, in which the Chargor has an interest,

in each case, including any guarantees or sureties entered into in respect of them,

**Rental Income** means the aggregate of all amounts paid or payable to or for the account of the Purchaser (or the Purchaser General Partners) in connection with the letting of the Commercial Space including each of the following amounts

(a) rent, licence fees, service charge and equivalent amounts paid or payable,

(b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,

(c) a sum equal to any apportionment of rent allowed in favour of the Purchaser (or the Purchaser General Partners),

(d) any other monies paid or payable in respect of occupation and/or usage of the Commercial Space and any fixture and fitting on the Commercial Space including any fixture or fitting on the Commercial Space for display or advertisement, on licence or otherwise,



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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

(e) any sum paid or payable under any policy of insurance in respect of loss of rent or any delay payments or charges charged on rent,

(f) if such surrender or variation is permitted under the Master Murubaha Agreement and subject to any conditions required by the Financier in connection with that permission, any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease document;

(g) any sum paid or payable by any guarantor of any occupational tenant under any lease document,

(h) any Tenant Contributions,

(i) any payment from a guarantor or other surety in respect of any items listed in this definition;

(j) any loan made under the intra-Obligor loan arrangement by AMLP to the Purchaser, and

(k) any penalty charges paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by an Obligor in connection with such changes, compensation or settlement,

#### Security Documents means

(a) the Debenture;

(b) the supplemental debenture in the form set out in the Debenture (as and when entered into),

(c) the limited partner security agreement dated 8 September 2011 between, among others, the Limited Partner and the Financier,

(d) the subordination agreement dated 8 September 2011 between, among others, the Purchaser and AMLP as debtors, the Limited Partner, Aldgate Developments Discretionary Trust, Mace Limited and the Financier;

(e) the Intercreditor Deed, and

(f) each other document designated in writing as a Security Document by the Purchaser and the Financier,

and Security Document means any one of them as the context so requires,

**Student Accommodation** means the 334 bed student accommodation (or such larger size of student accommodation as may be agreed by the Financier with the Purchaser) and ancillary accommodation at the Property,

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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

**Security Interest** means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset, and

**Tenant Contributions** means, in respect of the Commercial Space and the Management Lease, any amount paid or payable to the Purchaser (or the Purchaser General Partners) by any tenant under an Occupational Lease or any other occupier of the Property, by way of

(a) contribution to

i insurance premium,

ii the cost of an insurance valuation,

iii a service charge in respect of the Purchaser's (or the Purchaser General Partners') costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, the Property, or

iv a sinking fund, and

(b) value added tax or similar taxes



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7709441  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 8  
SEPTEMBER 2011 AND CREATED BY ALDGATE MANAGEMENT  
(GP1) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH OBLIGOR TO QIB (UK) 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 10 SEPTEMBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 SEPTEMBER  
2011

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES