

MG01

Particulars of a mortgage or charge



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**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 register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s

THURSDAY



\*L4G85XR6\*

LD7

22/09/2011

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COMPANIES HOUSE

1

**Company details**

Company number

0 7 7 0 9 4 4 1

Company name in full

ALDGATE MANAGEMENT (GP1) 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

**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 ("the Deed")

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 from each Obligor to any  
Finance Party under the Finance Documents whether actually or  
contingently and whether solely or jointly with any other  
person and in whatever style or name and whether as principal  
or surety

**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

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

Name BARCLAYS BANK PLC ("Security Trustee")

Address 1 Churchill Place, Canary Wharf

London

Postcode E 1 4 5 H P

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 By way of legal mortgage, each Chargor jointly
  - (a) its interest in each Property, and
  - (b) any other freehold or leasehold property now vested in that Chargor
- 2 By way of fixed charge, each Chargor as relevant charges each of the following including all rights of enforcement of the same
  - 2 1 its interest in any freehold or leasehold property acquired after the date of this Deed,
  - 2 2 its interest in the Relevant Contracts,
  - 2 3 all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property and all guarantees and warranties in respect of any of them,
  - 2 4 all easements, licences and other rights relating to a Property in which it has an interest,
  - 2 5 the Accounts and any other accounts (in either case in respect of which a Finance Party maintains control) of that Chargor,
  - 2 6 the Investments,
  - 2 7 if applicable its uncalled capital, and
  - 2 8 its goodwill

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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

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## Particulars of a mortgage or 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 Toby Young (27690 66)

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 7760 1000



### 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 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 3 By way of security assignment each of the following including all rights of enforcement of the same
  - 3 1 the Rental Income,
  - 3 2 the Operating Income,
  - 3 3 any disposal proceeds in relation to the Property,
  - 3 4 all book debts and other debts and all other monies due and owing to it,
  - 3 5 all monies standing to the credit of the Accounts and any other accounts (in either case in respect of which a Finance Party maintains control) of that Chargor,
  - 3 6 the monies payable to it under all insurance policies, claims under those insurance policies and all monies payable to it under those insurances,
  - 3 7 the benefit of the copyright and similar rights vested in it,
  - 3 8 all causes of action and other rights and remedies in which it has an interest,
  - 3 9 all monies payable to it under any Hedging Arrangement,
  - 3 10 the benefit of any monies paid or payable to it by way of compensation, endowment, gift, grant or otherwise, and
  - 3 11 its interest in any VAT recoveries
- 4 By way of floating charge all the Borrower's assets, property and undertaking both present and future

#### NOTES

- 1 The General Partner is filing this Form MG01 on its behalf and also in its capacity as general partner of the Chargor
- 2 The Deed provides that the charges created under the Deed expressed to be
  - (a) fixed charges, shall only apply to the extent that they create fixed security, and
  - (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Deed
- 3 The Deed contains a provision that whilst a Default is continuing
  - (a) the Security Trustee may convert any floating charge created by the Deed into a fixed charge, and
  - (b) the Chargor shall, on request of the Security Trustee, procure an absolute assignment of the Relevant Contracts

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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

4 The Deed contains a provision that the Chargor shall execute and do at its own cost and in such form as is reasonably required by the Security Trustee

(a) such further additional mortgages, charges, assignments, transfers and conveyances, and

(b) such assurances, deeds, documents, acts and things,

as the Security Trustee may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed

5 The Deed contains a provision that, other than in relation to the Student Leases, if the Security Trustee so requests, the Chargor shall

(a) serve a notice of assignment in respect of any Charged Asset and use its reasonable endeavours to procure receipt of that notice, and

(b) affix or indorse (as appropriate) a notice of the security intended by this Deed on any Charged Asset,

in both cases substantially in the form set out in Schedule 4, Part 1 (Notices) in respect of contracts and Schedule 4 Part 2 (Part A - Notice of account assignment) in respect of the Accounts

6 The Deed contains a provision whereby the Chargor shall not, without the prior written consent of the Security Trustee

(a) create or attempt to create or suffer or permit to subsist, any Security Interest over the Charged Assets nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended by the Finance Documents and to ensure that the Charged Assets remain subject to the security created by the Finance Documents, or

(b) (save, in each case, for the Permitted Disposals as defined in the Facility Agreement) in relation to the Charged Assets

(i) sell, convey, assign, release, dispose, realise, part with possession or transfer any of the Charged Assets or any interest in them, or

(ii) grant any easement, proprietary right or interest in relation to them nor enter into any proprietary covenant in relation to them

7 The Deed provides that immediately upon the Lease Grant Date and in accordance with the terms of the Facility Agreement, the Chargor will execute and deliver to the Security Trustee a supplemental debenture in the form set out in Schedule 5 (Form of Supplemental Debenture) of the Deed

8 The Deed provides that following an Event of Default which is continuing, the Security Trustee may (without notice to or consent from the Chargor and in the Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>9 The Deed contains or incorporates the following definitions</p> <p><b>Accounts</b> means the Development Account, the Rent Account, the Commercial Space Rental Deposit Account, the Student Accommodation Rental Deposit Account the Collection Account, the Deductions Account, the General Account and such other accounts maintained by the Borrower and/or the Chargor under the Finance Documents</p> <p><b>Borrower</b> means Aldgate Developments Limited Partnership, a limited partnership registered in England and Wales under the Limited Partnerships Act 1907 with registered number LP014544 and whose principal place of business is at Atelier House, 64 Pratt Street, London NW1 0LF acting by its general partners General Partner 1 and General Partner 2</p> <p><b>Charged Assets</b> means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them</p> <p><b>Chargor</b> means each party listed in Schedule 1 (<i>Chargors</i>) of the Facility Agreement</p> <p><b>Default</b> means any Event of Default or event or circumstance specified in Clause 26 (<i>Events of Default and Acceleration</i>) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default</p> <p><b>Event of Default</b> means any event or circumstance specified in Clauses 26 1 to 26 20 (<i>Events of Default and Acceleration</i>) (whether or not declared) of the Facility Agreement</p> <p><b>Facility Agreement</b> means a facility agreement dated on or about the date of this Deed and made between Barclays Bank PLC (as facility agent and security trustee) (1) Barclays Corporate and The Royal Bank of Scotland Plc (as arrangers) (2) Barclays Bank PLC and The Royal Bank of Scotland Plc (as original counterparties) (3) Barclays Bank PLC and The Royal Bank of Scotland Plc (as original lenders) (4) Aldgate Developments Limited Partnership (acting by its general partners Aldgate Developments (GP1) Limited and Aldgate Developments (GP2) Limited) (as borrower) (5) Aldgate Developments (GP1) Limited and Aldgate Developments (GP2) Limited (as borrower general partners) (6) Aldgate Management Limited Partnership (acting by its general partners Aldgate Management (GP1) Limited and Aldgate Management (GP2) Limited) (as chargor) (7) Aldgate Management (GP1) Limited and Aldgate Management (GP2) Limited (as chargor general partners) and any agreement entered into under or supplemental to it or amending, restating or novating it</p> <p><b>Finance Party</b> means an Administrative Party, the Counterparties or a Lender</p> <p><b>Finance Document</b> means the Facility Agreement, each Security Document, the Subordination Agreement, the Hedging Arrangement, the Duty of Care Agreement (as and when entered into), the Operator Duty of Care Agreement, the Agency Fees Letter, the Fees Letter, each Utilisation Request, each Accession Letter, each Transfer Certificate and any other document so designated in writing by both the relevant Obligor and the Facility Agent</p> <p><b>General Partners</b> means Aldgate Developments (GP1) Limited a private limited company incorporated in England and Wales with registered number 07707501 whose registered office is Atelier House, 64 Pratt Street, London NW1 0LF and Aldgate Developments (GP2) Limited a private limited company incorporated in England and Wales with registered number 07707506 whose registered office is Atelier House, 64 Pratt Street, London NW1 0LF and Aldgate Management (GP1) Limited a private limited company incorporated in England and Wales with registered number 07709441 whose registered office is Atelier House, 64 Pratt Street, London NW1 0LF and Aldgate Management (GP2) Limited a private limited company incorporated in England and Wales with registered number 07709442 whose registered office is Atelier House, 64 Pratt Street, London NW1 0LF</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

**Hedging Arrangement** means any interest rate hedging arrangement entered into by the Counterparty and the Borrower in relation to interest payments under this Agreement

**Investments** means the existing or future interest of the relevant person in  
(a) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity, and  
(b) any warrant or other right to acquire any such investment,  
in each case, including any income, offer, right or benefit in respect of any such investment

**Lease Grant Date** means the date on which the Management Lease is granted

**Liabilities** means 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 from each Obligor to any Finance Party under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety

**Obligor** means each and all of the Borrower, the Borrower General Partners, the Chargor and the Chargor General Partners

**Property** means each Property details of which are set out in Schedule 2 (*The Properties*) of the Facility Agreement including all  
(a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,  
(b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and  
(c) easements, access-rights, rights of way, wayleaves and rights attaching to it

**Relevant Contracts** means each and all of  
(a) the Development Documents,  
(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 a Chargor has an interest,  
in each case, including any guarantees or sureties entered into in respect of them

**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

**Security Trustee** means Barclays Bank plc

**Student Leases** means any licence granted by the Chargor or Borrower to a student in respect of the Student Accommodation

**VAT** means value added tax or any similar or substitute tax



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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

### Schedule

- 1 Freehold land known as 35 Commercial Road and lying to the South of Mountford Street London E1 1LD registered at the Land Registry with Title Absolute under Title Number 42431
- 2 Freehold land known as 33a Commercial Road London E1 1LD registered at the Land Registry with Title Absolute under Title Number LN210130
- 3 Freehold land known as 33b Commercial Road London E1 1LD registered at the Land Registry with Title Absolute under Title Number LN210131



**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. 3

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 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 22 SEPTEMBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 SEPTEMBER  
2011

*Ap*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES