

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 re-
gister particulars of a charge for a S
company. To do this, please u
form MG01s

THURSDAY



LD7 22/09/2011 58

COMPANIES HOUSE

1 Company details

Company number 07709441

Company name in full ALDgate Management (GP1) Limited

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 08/09/2011

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 Limited Partner Security Agreement ("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 first fixed charge, each Chargor's present and future:
 - (a) Limited Partnership Interests;
 - (b) right, title and interest in and to:
 - (i) the Limited Partnership Agreements including the right to receivables, and
 - (ii) the Related Rights, and
 - (c) its interests in any Limited Partner Loan Agreements, including all rights of enforcement of the same
2. By way of security assignment (to the extent that it does not fall within paragraph 1 above) all of each Chargor's rights under the Limited Partnership Agreements
3. By way of security assignment (to the extent that it does not fall within paragraph 1 above) all of each Chargor's rights under any Limited Partner Loan Agreement.

NOTES:

1. The Deed provides that each Chargor shall execute and do at its own cost and in such form as 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
2. The Deed provides that following an Event of Default which is continuing, the Security Trustee may (without notice to or consent from a Chargor and in that 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 Limited Partnership Interests and may do anything necessary to complete any transfer form in favour of itself or otherwise.
3. The Deed contains a covenant that each Chargor shall not create or permit to subsist any Security Interest over any of the Charged Assets except for any Permitted Security Interests (as defined in the Facility Agreement).

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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

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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 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 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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>4. The Deed contains a covenant that each Chargor shall not sell, lease, transfer or otherwise dispose of any Charged Asset, save for</p> <p>(a) a disposal of the Commercial Space as permitted in accordance with the provisions of the Facility Agreement</p> <p>(b) monies released to the Borrower in accordance with Clause 25.8.2 of the Facility Agreement</p> <p>5. The Deed provides that where two or more persons purport to create a Security Interest over a Charged Asset under the Deed then:</p> <p>(a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset;</p> <p>appropriate, its individual interest (if any) in the relevant Charged Asset; and</p> <p>(c) each person shall be deemed to have confirmed the Security Interest granted by the others</p> <p>6. The Deed contains or incorporates the following definitions</p> <p>"Additional Counterparty" means a bank or financial institution which becomes a Counterparty after the date of the Facility Agreement with the approval of the Facility Agent.</p> <p>"Administrative Party" means the Arrangers, the Facility Agent or the Security Trustee</p> <p>"Arrangers" means Barclays Corporate and The Royal Bank of Scotland plc as mandated lead arrangers.</p> <p>"Borrower" 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.</p> <p>"Charged Assets" 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 the Deed and the subject matter of each of them</p> <p>"Chargor" means the Discretionary trustee, the Guernsey LP, General Partner 1, General Partner 2, General Partner 3, and General Partner 4</p> <p>"Commercial Space" means approximately 3,500 square meters of A1, B1 and D1 use space at the Property.</p> <p>"Counterparty" means the Original Counterparty or an Additional Counterparty</p> <p>"Discretionary Trust" means the Aldgate Developments Discretionary Trust established by a trust instrument dated 15 July 2011.</p> <p>"Discretionary Trustee" means Alison Parry (c/o Legis Group Limited, PO Box 91, Legis House, 11 New Street, St Peter Port, Guernsey GY1 3EG) acting in her capacity as discretionary trustee of the Discretionary Trust.</p> <p>"Event of Default" means any event or circumstance specified in Clauses 26.1 to 26.20 (<i>Events of Default and Acceleration</i>) of the Facility Agreement (whether or not declared)</p> <p>"Facility Agent" means means Barclays Bank plc as facility agent</p>	

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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>"Facility Agreement" means a facility agreement dated on or about the date of the 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) the Borrower (5) General Partner 1 and General Partner 2 (6) Propco and (7) General Partner 3 and General Partner 4, and any agreement entered into under or supplemental to it or amending, restating or novating it</p> <p>"Finance Document" means the Facility Agreement, and also 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 (all as defined in the Facility Agreement) and any other document so designated in writing by both the relevant Obligor and the Facility Agent.</p> <p>"Finance Party" means an Administrative Party, the Counterparties or a Lender</p> <p>"General Partner 1" means Aldgate Developments (GP1) Limited (company number 07707501) whose registered office is Atelier House, 64 Pratt Street, London NW1 0LF.</p> <p>"General Partner 2" means Aldgate Developments (GP2) Limited (company number 07707506) whose registered office is Atelier House, 64 Pratt Street, London NW1 0LF</p> <p>"General Partner 3" means Aldgate Management (GP1) Limited (company number 07709441) whose registered office is Atelier House, 64 Pratt Street, London NW1 0LF</p> <p>"General Partner 4" means Aldgate Management (GP2) Limited (company number 07709442) whose registered office is Atelier House, 64 Pratt Street, London NW1 0LF</p> <p>"Guernsey LP" means Alternative Developments (Guernsey) Limited registered in the Island of Guernsey with company number 51757 whose registered office is Island House Grande Rue St Martins Guernsey GY4 6RU</p> <p>"Investments" means the interest of the Guernsey LP in the shares of General Partner 1 and General Partner 2.</p> <p>"Lender" means:</p> <ul style="list-style-type: none"> (a) any Original Lender, and (b) any person which has become a Party (as defined in the Facility Agreement) in accordance with Clause 28 of the Facility Agreement, <p>which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement.</p> <p>"Limited Partners" means the Discretionary Trustee as trustee of the Discretionary Trust and the Guernsey LP</p> <p>"Limited Partner Loan Agreements" means any agreements entered into between the Limited Partners and the Limited Partnerships and all monies and liabilities of whatever nature (whether actual or contingent, as principal or surety) which are now or may at any future time be outstanding or otherwise due from the Limited Partnerships to the Limited Partners on any account or in any manner which are made available pursuant to any such agreements.</p>	

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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

"Limited Partnership Agreements" means each and all of:

- (a) the agreement dated 20 July 2011 and entered into between the Discretionary Trustee as trustee of the Discretionary Trust and the Guernsey LP (as limited partners) and General Partner 1 and General Partner 2 (as general partners) relating to the Borrower; and
- (b) the agreement dated 20 July 2011 and entered into between the Guernsey LP (as limited partner) and General Partner 3 and General Partner 4 (as general partners) relating to Propco.

"Limited Partnership Interests" means in respect of each Chargor:

- (a) all of its present and future right, title, interest and benefit under, in and to the Limited Partnership Agreement and all of its interest as a limited partner or a general partner (as applicable) of the Borrower; and
- (b) any right to purchase or otherwise acquire any additional interest in the Borrower or Propco, including without limitation any interest in the joint estate of the Borrower and Propco.

"Limited Partnerships" means each and all of the Borrower and Propco

"Obligor" means each and all of the Borrower, General Partner 1 and General Partner 2, Propco, and General Partner 3 and General Partner 4.

"Original Counterparty" means Barclays Bank PLC and The Royal Bank of Scotland plc as counterparty to certain hedging arrangements

"Original Lender" means Barclays Bank PLC and The Royal Bank of Scotland plc as original lenders

"Propco" means Aldgate Management Limited Partnership, a limited partnership registered in England and Wales under the Limited Partnerships Act 1907 with registered number LP014545 and whose principal place of business is at Atelier House, 64 Pratt Street, London NW1 0LF.

"Property" means the freehold land at 33/35 Commercial Road and land lying to the south of Mountford Street, London E1 1LD as registered at the Land Registry with title absolute under title numbers 42431, LN210130 and LN210131

"Related Rights" means all distributions of profits or capital or of whatsoever nature paid or payable after the date of the Deed in respect of the Limited Partnership Agreements or all or any of the Limited Partnership Interests and any rights, money or property accruing or offered at any time in any manner in respect of the Limited Partnership Agreements and the Limited Partnership Interests or in substitution or exchange for the Limited Partnership Agreements or all or any of the Limited Partnership Interests.

"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 as security trustee



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. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LIMITED PARTNER SECURITY
AGREEMENT 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

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES