

MG01

Particulars of a mortgage or charge

189371/13



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 on a
company. To do this use form MG01s

FRIDAY



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02/11/2012

COMPANIES HOUSE

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ase

/uk

1

Company details

Company number ☒ 0 8 1 7 4 5 6 3

Company name in full AG Lee Churchgate 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 ☒ d2 d6 m1 m0 y2 y0 y1 y2

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 "Debenture") made between (1) AG Dunedin Lee Churchgate L P
acting by its general partner AG Lee Churchgate GP Limited, AG Lee
Churchgate GP Limited and AG Lee Churchgate Limited (each a "Chargor" and
together the "Chargors") and (2) Santander UK plc (the "Lender")

4

Amount secured

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

Amount secured

All moneys, obligations and liabilities covenanted
to be paid or discharged under or pursuant to
clause 2 of the Debenture (the "Secured
Liabilities")

Continuation page

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

MG01

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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 ☒ Santander UK Plc

Address 2 Triton Square

Regent's place, London

Postcode N W 1 3 A N

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. Charging Clause

1 1 Fixed Charge

The Chargors charge to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future

(a) by way of legal mortgage

1) The freehold title known as 90 Great Bridgewater Street and part of 56 Oxford Street, Manchester M1 5SW with title number LA37145,

11) The freehold title known as 56 Oxford Street, Manchester M1 6EU with title number LA276480,

111) The leasehold title forming part of Milling Street, Manchester with title number GM741292,

(1) to 111) above each a "Property" and together the "Properties")

iv) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now belonging to the Chargors.

(please see continuation sheet)

MG01 - continuation page

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) by way of fixed charge</p> <p>(1) (to the extent that they are not the subject of an effective mortgage under clause 3 1(a) of the Debenture) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now or hereafter belonging to the Chargors,</p> <p>(11) all other interests belonging to them in or over land or the proceeds of sale of land and all licences now or in the future held by them to enter on or use land,</p> <p>(111) the benefit of all other agreements relating to each Property to which they are or may become a party or otherwise entitled,</p> <p>(1v) all plant, machinery and equipment owned by the Chargors and its interest in any plant, machinery and equipment in its possession,</p> <p>(v) their rights under the appointment of any managing agent of any of the Properties,</p> <p>(vi) all their rights, title and interest in the Insurances,</p> <p>(vii) their Investments together with all Related Rights,</p> <p>(viii) all their Intellectual Property;</p> <p>(ix) the amount from time to time standing to the credit of any Account,</p> <p>(x) all of their book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security, Collateral Instruments and other rights relating to any of the foregoing,</p> <p>(xi) all their goodwill and uncalled capital;</p> <p>(xii) the benefit of all Authorisations held in connection with their business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to them in respect of such Authorisations or the Charged Assets, and</p> <p>(xiii) if and in so far as any assignment in clause 3 2 (Assignment) of the Debenture shall for any reason be ineffective as an assignment, the assets referred to in that clause</p> <p>1 2 Assignment</p> <p>The Chargors assign to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to</p> <p>(a) the Rental Income and all the Chargors' other rights, title</p>	

MG01 - continuation page

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

and interest under each Occupational Lease, and

(b) any Hedging Arrangement

On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Lender will, at the request and cost of a Chargor, reassign the Charged Assets referred to in clause 3 2 of the Debenture to the relevant Chargor or as it may direct

1.3 Floating charge

The Chargors charge to the Lender as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all their undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3 1 (Fixed charge) of the Debenture or assigned pursuant to clause 3 2 (Assignment) of the Debenture

2 Negative Pledge

The Chargors shall not create or permit to subsist any Security over any of its assets, other than Permitted Security

3 Definitions

"Accounts"

means any account of any Chargor with any bank, financial institution or other person

"Authorisation"

means an authorisation, consent, approval, resolution, licence, exemption, filing or registration

"Borrower"

means AG Dunedin Lee Churchgate LP acting by its general partner AG Lee Churchgate GP Limited

"Charged Asset"

means all the undertaking, property and assets of each Chargor described in clause 3 1 (Fixed Charge) of the Debenture, clause 3 2 (Assignment) of the Debenture, and clause 3 3 (Floating Charge) of the Debenture including any part thereof and any interest therein

"Collateral Instruments"

means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person

"Group"

means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being

"Group Members"

means each member of the Group

"Hedging Arrangement"

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>means any interest rate management agreement or arrangement entered into by any Chargor to hedge their floating rate interest payment obligations under the Loan Agreement</p> <p>"Intellectual Property" means</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each Chargor <p>"Insurances" means all contracts or policies of insurance which each Chargor has an interest</p> <p>"Investments" means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by each Chargor or by a trustee or clearance system or nominee on behalf of each Chargor</p> <p>"Loan Agreement" means the facility letter dated 26 October 2012 and entered into between the Chargors and the Lender</p> <p>"Occupational Lease" means any agreement for lease or for licence or any occupational lease or licence to which any Property may be subject from time to time</p> <p>"Permitted Security" means</p> <ul style="list-style-type: none"> (a) any Security granted in favour of the Lender; (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Borrower, (c) any netting or set off arrangement entered into by the Borrower in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances, or (d) any Security permitted by the Lender in writing <p>"Related Rights" means in respect of any Investment</p> <ul style="list-style-type: none"> (a) all monies paid or payable in respect of that Investment (whether as income, capital or otherwise) (b) all shares, investments or other assets derived from that Investment; and (c) all rights derived from or incidental to that Investment

MG01 - continuation page

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Short particulars

"Rental Income"

means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property

"Security"

means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Subsidiary"

means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

MG01

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 Nil

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

Nabano LLP

X

This form must be signed by a person with an interest in the registration of the charge

MG01

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 AA/TOJ/A1887/00016

Company name Nabarro LLP

Address Lacon House

84 Theobald's Road

Post town London

County/Region

Postcode W C 1 X 8 R W

Country

DX DX77 Chancery Lane London

Telephone



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8174563
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 OCTOBER
2012 AND CREATED BY AG LEE CHURCHGATE LIMITED FOR
SECURING ALL SUMS DUE OR TO BECOME DUE 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
2 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 NOVEMBER
2012

DX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**