

MG01

Particulars of a mortgage or charge



1.085296

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 for**
You cannot use this
particulars of a charge
company. To do this
form MG01s

SATURDAY



A35

A10A41T4

22/12/2012

#534

COMPANIES HOUSE

ase

/uk

1 Company details

Company number 0 8 2 4 3 1 6 2

Company name in full Allied London Holdco Limited (the "Chargor")

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 d1 d7 m1 m2 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 made between the Chargor (1) and the Lender (2) (the
"Debenture")

4 Amount secured

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

Amount secured All obligations of each Obligor owed or expressed
to be owed to the Lender under or in connection
with the Finance Documents whether owed jointly or
severally, as principal or surety or in any other
capacity (the "Secured Liabilities")

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	Pramerica Real Estate Capital A S à r l	
Address	15 Boulevard Joseph II, L-1840 Luxembourg	
	Grand Duchy of Luxembourg (the "Lender")	
Postcode		
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	<p>1 Fixed Security</p> <p>As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:</p> <ul style="list-style-type: none">(a) charged to the Lender by way of legal mortgage all real property owned by the Chargor at the date of the Debenture including the Property (if any) detailed in schedule 1 of the Debenture;(b) charged to the Lender by way of equitable mortgage any real property acquired by the Chargor after the date of the Debenture,(c) assigned to the Lender by way of fixed security its rights and interest in the Rental Income,(d) assigned to the Lender by way of fixed security its rights and interest in<ul style="list-style-type: none">(i) any present or future right to occupy any Property;(ii) rights under any present or future contract for the purchase of any Property and damages payable in respect of any such contract, <p>(see continuation page)</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	<p>(e) assigned to the Lender by way of equitable mortgage its rights and interest in:</p> <p>(1) any Investments listed in schedule 1 to this MG01;</p> <p>(11) any Dividends in respect of any Investments listed in schedule 1 to this MG01;</p> <p>(111) any other present or future Investment owned by the Chargor;</p> <p>(1v) any Dividends in respect of any such other Investments,</p> <p>(f) charged to the Lender by way of fixed charge its rights and interest in</p> <p>(1) any Plant and Equipment listed in schedule 2 of the Debenture;</p> <p>(11) its present and future goodwill and uncalled capital,</p> <p>(111) any present or future Debts owing to the Chargor,</p> <p>(1v) any money now or at any time after the date of the Debenture standing to the credit of the General Account;</p> <p>(v) any money now or at any time after the date of the Debenture standing to the credit of the Sale Proceeds Account,</p> <p>(v1) any present or future insurances in respect of any Charged Property and the proceeds of such insurances,</p> <p>(v11) any present or future Intellectual Property, and</p> <p>(g) assigned to the Lender by way of fixed security its rights and interest in any agreements listed in schedule 4 of the Debenture and any guarantee or security for the performance of any such agreements</p> <p>2. Floating Security</p> <p>2 1 <i>Floating charge</i></p> <p>As continuing security for the payment of the Secured Liabilities the Chargor charged to the Lender by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Lender by way of fixed security under clause 3 (Fixed Security) of the Debenture</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

2 2 Conversion

Subject to clause 4 3 (Moratorium under Insolvency Act) of the Debenture, the Lender may at any time by written notice to the Chargor convert the floating charge created by clause 4 1 (Floating Charge) of the Debenture into a fixed charge as regards any assets specified in the notice if:

- (a) an Event of Default has occurred, or
- (b) in the reasonable opinion of the Lender such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor

2 3 Moratorium under Insolvency Act

The Lender shall not be entitled to convert the floating charge created by clause 4.1 (Floating Charge) of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s 1A of and schedule A1 to the Insolvency Act

2 4 Qualifying floating charge

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4 1 (Floating Charge) which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act

3 Negative Undertakings

3.1 Negative pledge

The Chargor shall not create or permit to subsist any Security over any of the Charged Property other than a Permitted Security

3 2 Disposals

Save as permitted pursuant to the Finance Documents, the Chargor shall not sell, transfer, lease or otherwise dispose or purport or agree to dispose of

- (a) any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Lender under clause 3 (Fixed Security) of the Debenture,
- (b) any of its other assets other than on arms length terms in the ordinary course of its trading.

4. Undertakings relating to the Charged Property

4 1 Repair

The Chargor shall.

MG01 - continuation page

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>(a) not, without first obtaining the written consent of the Lender, make any structural alterations or additions to or carry out any development on or make any planning or similar application relating to any of the Charged Property.</p> <p>If the Chargor fails to comply with the undertakings in paragraphs (a) above the Lender will be entitled to repair and maintain the Charged Property and carry out works of reinstatement at the cost of the Chargor and will for this purpose have the rights of entry set out in this clause.</p> <p>4.2 <i>Proprietorship</i></p> <p>The Chargor shall not permit any person</p> <p>(a) to be registered as proprietor under the Land Registration Act 2002 of any Charged Property nor create or permit to arise any interest referred to in schedule 1 or schedule 3 of such Act affecting any Charged Property, or</p> <p>(b) to become entitled to any proprietary right or interest which might affect the value of any Charged Property.</p> <p>4.3 <i>Powers of leasing</i></p> <p>Subject to the terms of the Agreement, the Chargor's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases are excluded and shall not be exercisable by the Chargor in relation to the Charged Property and the Chargor shall not without the prior written consent of the Lender:</p> <p>(a) part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Charged Property,</p> <p>(b) grant any permission to assign, underlet or part with possession or occupation of any Charged Property,</p> <p>(c) agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which the Chargor is tenant), or</p> <p>(d) exercise any power to determine any Lease</p> <p style="text-align: center;">SCHEDULE 1</p> <p style="text-align: center;">List of Investments</p> <p>The entire shareholding of the Chargor, including any beneficial interest of the Chargor in Allied London Holdco Two Limited incorporated in England and Wales with number 08243213 and having it's registered address at 1st Floor, 33 Cork Street, London W1S 3NQ</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

Definitions

"Agreement" means a loan agreement dated on or about the date of the Debenture made between (amongst others) the Chargor and the Lender,

"Charged Property" means the assets mortgaged, charged or assigned by the Chargor under the Debenture;

"Debts" means all book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank,

"Dividends" means all dividends, interest and other money payable in respect of the Investments,

"Event of Default" means any event or circumstance specified as such in clause 22 (Events of Default) of the Agreement,

"Finance Documents" has the same definition assigned to it as in the Agreement,

"General Account" has the same definition assigned to it as in the Agreement,

"Insolvency Act" means the Insolvency Act 1986,

"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,

"Investment" means any:

- (a) stock, share, bond or any form of loan capital of or in any legal entity,
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

and any offer, right or benefit in respect of any such investment other than Dividends,

"Leases" has the same definition assigned to it as in the Agreement;

"Obligor" has the same definition assigned to it as in the Agreement,

"Permitted Security" has the same definition assigned to it as in the

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>Agreement,</p> <p>"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Property,</p> <p>"Property" means the property described in schedule 1 of the Debenture,</p> <p>"Rental Income" has the same definition assigned to it as in the Agreement;</p> <p>"Sale Proceeds Account" has the same definition assigned to it as in the Agreement, and</p> <p>"Security" has the same definition assigned to it as in the Agreement</p>

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 Taylor Wesley 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 PXH/JAB

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



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. 8243162
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17
DECEMBER 2012 AND CREATED BY ALLIED LONDON HOLDCO
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO PRAMERICA REAL ESTATE
CAPITAL A S.A R.L. 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 DECEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2013

