

134884/13

In accordance with Section 860 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



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 created by an LLP in England and Wales or Northern Ireland

What this form is NOT for
You cannot use this form to register particulars of a mortgage or charge for a Scottish LLP
To do this, please use form LL MG01s

MONDAY



A08 08/04/2013 #154
COMPANIES HOUSE

1 LLP details		For official use
LLP number	O C 3 1 2 7 0 5	3 → Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
LLP name in full	Alpha Real Capital LLP (the " Partnership ") acting as authorised corporate director of Freehold Income Authorised Fund (the " Company ")	
2 Date of creation of charge		
Date of creation	d ⁰ d ³ m ⁰ m ⁴ y ² y ⁰ y ¹ y ³	
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 03 April 2013 made between, amongst others, (1) the Company acting by its authorised corporate director, the Partnership and (2) The Royal Bank of Scotland plc (the " Lender ") (the " Debenture ")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please see attached continuation page	

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5 Mortgagee(s) or person(s) entitled to the charge

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 The Royal Bank of Scotland plc

Address 1st Floor, 5-10 Great Tower Street

London

Postcode E C 3 P 3 H 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 Please see attached continuation page

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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

N/A

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. 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.

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. 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 property is situated in another part of UK.

9

Signature

Please sign the form here

Signature

Signature

X Pinient Maxon LLP 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 Amy Johnston

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode EC2A 4ES

Country

DX 157620 Broadgate 3

Telephone 020 7490 6698



Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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 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 LLPs registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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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Amount secured

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

Amount secured

579
610

All obligations at any time due, owing or incurred by the Company acting by its authorised corporate director, the Partnership, to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) (the "**Secured Obligations**") (all terms as defined in the attached continuation pages)

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Company acting by its authorised corporate director, the Partnership, covenanted that it will on demand pay and discharge the Secured Obligations when due (provided that neither this covenant nor the Security constituted by the Debenture shall extend to or include any liability or sum which would, but for this provision, cause this covenant or Security to be unlawful or prohibited by any applicable law)

01
245

1 **MORTGAGES AND CHARGES**

1 1 **Real Property**

The Company acting by its authorised corporate director, the Partnership, charged by way of first fixed charge, all Real Property which it has at the date of the Debenture or may subsequently acquire or have any interest in

1 2 **Shares**

The Company acting by its authorised corporate director, the Partnership, charged by way of fixed charge all Shares, including those held for it by any nominee, trustee, fiduciary or clearing system

1 3 **Equipment**

The Company acting by its authorised corporate director, the Partnership, charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under clause 4 1 of the Debenture (*Real Property*) (paragraph 1 1 above)

1 4 **Accounts**

The Company acting by its authorised corporate director, the Partnership, charged by way of first fixed charge the Accounts and any account opened or maintained at any time by the Company with the Lender (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account), the debt or debts represented by it and all Related Rights

1 5 **Intellectual Property**

The Company acting by its authorised corporate director, the Partnership, charged by way of first fixed charge its Intellectual Property

1 6 **Goodwill**

The Company acting by its authorised corporate director, the Partnership, charged by way of first fixed charge its goodwill

1 7 **Uncalled capital**

The Company acting by its authorised corporate director, the Partnership, charged by way of first fixed charge all rights in relation to its uncalled capital

1 8 **Debts**

The Company acting by its authorised corporate director, the Partnership, charged by way of first fixed charge its Debts

1 9 **Authorisations**

The Company acting by its authorised corporate director, the Partnership, charged by way of first fixed

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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

charge the benefit of all Authorisations held in relation to any Charged Property

1 10 Specific Contracts

The Company acting by its authorised corporate director, the Partnership, charged by way of fixed charge all its rights and interests under the Specific Contracts

2 ASSIGNMENTS

2 1 Insurances

The Company acting by its authorised corporate director, the Partnership, assigned by way of assignment absolutely all its rights and interests under all Insurance Policies

2 2 Third Party Accounts

The Company acting by its authorised corporate director, the Partnership, assigned by way of assignment absolutely all its rights and interests under the Third Party Accounts

3 FLOATING CHARGE

3 1 The Company acting by its authorised corporate director, the Partnership, charged by way of first floating charge all its business, assets and undertaking held at the date of the Debenture and thereafter which are not effectively mortgaged, assigned or charged by way of fixed charge under the Debenture

3 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture and the Lender may appoint an administrator of the Company under that paragraph

4 TRUST

If, or to the extent that, the mortgaging, assignment or charging of any Charged Property is prohibited for any reason, the Company acting by its authorised corporate director, the Partnership, shall hold it on trust for the Lender

5 NEGATIVE PLEDGE

The Company acting by its authorised corporate director, the Partnership, shall not, at any time during the Security Period, create or permit to subsist any Security over any Charged Property other than any Permitted Security Interests

DEFINITIONS

In this form MG01

"Accounts"

ascribed

means the General Account, the Loan Service Account and such other accounts maintained by the Company and nominated as "Accounts" by the Lender and the Company under the Finance Documents (defined terms used in this definition and not defined in this form bear the meaning to them under the Facility Agreement),

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Amendment and Restatement Agreement"

means the amendment and restatement agreement entered into between, amongst others, the Company acting by its authorised corporate director, the Partnership, and the Lender dated 3 April 2013

"Authorisation"

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

"Charged Property"

means in relation to the Company, all assets and undertaking of the Company which from time to time are the subject of the Security created or expressed to be created in favour of the Lender under the Debenture,

"Debts"

means all book debts and other debts including for the avoidance of doubt any rents at the date of the Debenture and from time to time due or owing to the Company, all moneys which the Company receives in respect of the same and all Related Rights,

"Equipment"

means in relation to the Company, all fixed and moveable plant, machinery, tools, vehicles, computers, office equipment and other chattels owned by the Company (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights,

"Facility Agreement"

means the facility agreement dated 18 August 2011 between the Company and the Lender, as amended (in accordance with the Amendment and Restatement Agreement and otherwise), varied, novated or supplemented from time to time,

"Finance Document"

means the Facility Agreement, the Restructuring Deed, the Novation Deed, any Accession Deed, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Transaction Security Document, any Duty of Care Agreement, any Utilisation Request and any other document designated as a "**Finance Document**" by the Lender and the Company, provided that where the term "Finance Document" is used in, and construed for the purposes of, this Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

(a) the definition of "Material Adverse Effect",

(b) the definition of "Transaction Security Document",

(c) paragraph (a)(iv) of Clause 1.2 (Construction),

(d) clause 19 of the Facility Agreement (*Guarantee and Indemnity*), and

(e) clause 25 of the Facility Agreement (*Events of Default*) (other than clause 25.18 (*Acceleration*))

(defined terms used in this definition and not defined in this form bear the meaning ascribed to them under the Facility Agreement),

"Insurance Policy"

means any policy of insurance in which the Company may from time to time have an interest and all Related Rights,

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Intellectual Property" means

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)

"Permitted Security Interests"

means

(a) any Security Interest arising under any Finance Document,

(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 any member of the Group,

(c) any netting or set-off arrangement entered into by any member of the Group with the Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security Interests over the assets of Obligors in support of liabilities of members of the Group which are not Obligors, or

(d) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction entered into by a member of the Group which constitutes Permitted Financial Indebtedness, excluding any Security Interest under a credit support arrangement

(defined terms used in this definition and not defined this form bear the meaning ascribed to them under the Facility Agreement),

"Properties"

means each of the Ground Rent Portfolio properties owned by the Obligors from time to time including any New Property. A reference to a **"Property"** is a reference to any of the Properties (defined terms used in this definition and not defined in this form bear the meaning ascribed to them under the Facility Agreement),

"Real Property"

means

(a) any freehold, leasehold or immovable property, and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property,

"Related Rights"

means in relation to any asset

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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

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset,
(including all rights against any trustee, nominee, fiduciary or clearing system),

"Scheme Documents" means

- (a) the instrument of incorporation constituting the Scheme,
- (b) the prospectus describing the Scheme,
- (c) the property management agreement appointing the Property Manager,
- (d) the ACD agreement appointing the Authorised Corporate Director and the Scheme Manager, and
- (e) the depositary agreement appointing the Depositary and Custodian,
any deed or document supplemental to it or relating to the constitution or operation of the Scheme (defined terms used in this definition and not defined in this form bear the meaning ascribed to them under the Facility Agreement),

"Secured Parties" means the Lender, any Receiver or any Delegate (defined terms used in this definition and not defined in this form bear the meaning ascribed to them under the Facility Agreement),

"Security Period" means the period starting on the date of the Debenture and ending on the date when the Security Trustee is satisfied that

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full,
- (b) the Company does not have any liability, actual or contingent, to any Secured Party under any Finance Document,
- (c) no Secured Party has any liability, actual or contingent under any Finance Document, and
- (d) no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Company or any other person under any Finance Document,

"Security" means a mortgage, charge, pledge, lien or other security interest securing

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Please give the short particulars of the property mortgaged or charged

Short particulars

any obligation of any person or any other agreement or arrangement having a similar effect,

"Shares"

shares

means the shares listed in Schedule 2 (*Details of Shares*) of the Debenture (Schedule 1 of this form) and any other shares, stocks and other securities of any body corporate that may at the date of the Debenture or thereafter belong to the Company or in which the Company has any interest together with all dividends, interest and other monies payable in respect of the and all other rights, benefits and proceeds in respect of or derived from the shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise),

"Specific Contracts"

means

(a) the Scheme Documents,

(b) any agreement relating to the Properties in which the Company has an interest, and

(c) any contract designated as such by the Security Trustee after the date of the Debenture,

and all Related Rights,

"Third Party Account"

means any account opened or maintained at any time by the Company with any person other than the Lender (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account), the debt or debts represented by it and all Related Rights

SCHEDULE 1 – DETAILS OF SHARES



FILE COPY

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

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC312705
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 APRIL 2013
AND CREATED BY ALPHA REAL CAPITAL LLP FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED
LIABILITY PARTNERSHIP ACTING BY ITS AUTHORISED
CORPORATE DIRECTOR THE PARTNERSHIP TO ANY SECURED
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 AS APPLIED
TO THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF
COMPANIES ACT 2006) REGULATIONS 2009 ON THE 8 APRIL
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2013



DX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES