

# MG01

## Particulars of a mortgage or charge

6 195865/26x2



**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 regis  
particulars of a charge for a Scot  
company To do this, please use  
form MG01s

TUESDAY



SCT \*S18HIEQG\* #140  
08/05/2012  
COMPANIES HOUSE

### 1 Company details

Company number: 0 7 1 9 8 9 7 9 /

Company name in full: LDC (Thurso Street) GP2 Limited (the "Chargor") /

For official use

**Filing 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: / d3 d0 m0 m4 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: Assignment of Rental Income dated 27 April 2012 (the "Charge Document")

### 4 Amount secured

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

Amount secured: The payment and discharge of all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document

Capitalised terms not defined in this MG01 are defined in the MG01 continuation sheet annexed hereto

**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	LGIM Commercial Lending Limited (the "Facility Agent")							
Address	One Coleman Street							
	London							
Postcode	E	C	2	R		5	A	A
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>T C/S</p> <p>The Chargors' whole right, title and interest, present and future, in and to the rent and all other monies due and to become due to the Chargors in terms of the Lease of the Property as the same may be amended, supplemented or varied in any way from time to time, such rent and other monies to include without limitation, arrears of rent (if any) existing as at the date of the Charge Document, such increase of rent as may become payable following a review of rent, any value added tax which is or may become payable under the Lease in respect of rent and all interest as may be payable from time to time on such rent under the Lease</p>
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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

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 (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 Partner for Tods Murray LLP 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 RMM ANC L10253 1001

Company name  
Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region

Postcode E H 3 9 A G

Country

DX DX ED58 Edinburgh

Telephone 0131 656 2000

### 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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Amount secured

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

Amount secured

**Definitions**

**"Additional Guarantor"** means a Required Guarantor which becomes a member of the Group on or after the date of the Credit Agreement,

**"Administrative Party"** means the Arranger or the Facility Agent,

**"Arranger"** means LGIM Commercial Lending Limited in its capacity as arranger,

**"Chargors"** means LCD (Thurso Street) GP1 Limited and LDC (Thurso Street) GP2 Limited both as nominees and the general partners of and as such trustees for and on behalf of the LDC (Thurso Street) Limited Partnership,

**"Company"** means LDC (Portfolio 100) Limited, a limited liability company incorporated in England and Wales with registered number 07989369 and having its registered office at The Core, 40 St Thomas Street, Bristol, Avon BS1 6JX,

**"Credit Agreement"** means the credit agreement dated on 27 April 2012 entered into between (among others) the Company and the Facility Agent,

**"Duty of Care Agreement"** shall have the meaning given to that term in the Credit Agreement,

**"Fee Letter"** means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement,

**"Finance Document"** means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) a Duty of Care Agreement,
- (d) a Subordination Agreement,
- (e) a Fee Letter,
- (f) a Resignation Request,
- (g) a Transfer Certificate, or
- (h) any other document designated as such by the Facility Agent and the Company,

**"Finance Party"** means a Lender or an Administrative Party,

**"General Partner"** means either of the Chargors or a Thurso Management GP,

**"Group"** means the Company and its Subsidiaries from time to time, each General Partner and each Limited Partnership and each of their respective Subsidiaries from time to time,

**"Guarantor"** means an Original Guarantor or an Additional Guarantor,

**"Lease"** means the lease between LDC (Thurso Street) GP1 Limited and LDC (Thurso Street) GP2 Limited both as nominees of and trustees for and on behalf of LDC (Thurso Street) Limited Partnership and LDC (Thurso Street) GP3 Ltd and LDC (Thurso Street) GP4 Ltd both as nominees of and trustees for and on behalf of LDC (Thurso Street) Management Limited Partnership dated 3

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## Amount secured

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

Amount secured

August 2011, the tenant's interest in which Lease is currently undergoing registration in the Land Register of Scotland under Title Number GLA209124,

"**Lender**" means the Original Lender or any person which becomes a party to the Credit Agreement in accordance with Subclause 29.2 (Assignments and transfers by Lenders) of the Credit Agreement,

"**Limited Partnership**" means LDC (Thurso Street) Limited Partnership or the Thurso Management LP

"**Obligor**" means the Company or a Guarantor,

"**Original Guarantor**" means the companies listed in part 1 of schedule 1 (Parties and Properties) of the Credit Agreement,

"**Original Lender**" means Legal & General Pensions Limited,

"**Property**" means ALL and WHOLE the subjects known as and forming 3 and 5 Thurso Street, Glasgow, being the subjects registered in the Land Register of Scotland under Title Number GLA78050,

"**Required Guarantor**" means a company or limited partnership listed in in Part 3 of Schedule 1 (Parties and Properties) of the Credit Agreement,

"**Resignation Request**" means a letter in the form of Schedule 7 (Form of Resignation Request) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require,

"**Security Document**" shall have the meaning given to that term in the Credit Agreement,

"**Subordination Agreement**" means a subordination agreement, substantially in the form of Schedule 12 (Form of Subordination Agreement) of the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require,

"**Subsidiary**" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership,

"**Thurso Management GP**" means a Guarantor designated as a Thurso Management GP in part 3 of schedule 1 (Parties and Properties) of the Credit Agreement,

"**Thurso Management LP**" means the Guarantor designated the Thurso Management LP in part 3 of schedule 1 (Parties and Properties) of the Credit Agreement,

"**Transfer Certificate**" means a certificate, substantially in the form of Part 1 of Schedule 6 (Forms of Accession Documents) of the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company,



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

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

COMPANY NO. 7198979  
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTAL  
INCOME DATED 30 APRIL 2012 AND CREATED BY LDC  
(THURSO STREET) GP2 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 8 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MAY 2012



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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