

MG01

Particulars of a mortgage or charge

042495 / 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 re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

TUESDAY



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27/03/2012

#127

COMPANIES HOUSE

1	Company details	7 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 3 5 4 1 8 6 7	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Tower General Partner Limited as general partner of the Limited Partnership (the "General Partner")	
2	Date of creation of charge	
Date of creation	d2 d0 m0 m3 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	Deed of Assignment and Charge (the "Deed")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by any Group Member to any Lender or for or in respect of which any Group Member may be liable to any Lender whether present or future, actual or contingent on any account whatsoever and in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including, without limitation, interest, legal and other costs, charges and expenses. ("Indebtedness") Please see continuation sheet for definitions.	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	Aviva Commercial Finance Limited (the "Trustee")		
Address	Sentinel House, 37 Surrey Street, Norwich		
	Norfolk		
Postcode	N R 1 3 U Y		
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>The Chargors with full title guarantee, and in the case of the Tower Nominees No 1 Limited and Tower Nominees No 2 Limited (the "Nominees") at the request and direction of Limited Partnership assign, by way of security to the Trustee all their respective rights, title in and benefit of the Assigned Rights.</p> <p>The Chargors with full title guarantee, and to the extent not assigned to the Trustee pursuant to the Deed charge by way of fixed charge to the Trustee:</p> <ol style="list-style-type: none">1. all the proceeds of the Assigned Rights, and2. all moneys which may from time to time constitute the balance standing to the credit of the Net Rental Income Account (including interest arising on such moneys) and all the Chargors' right, title and interest therein. <p>The Chargors agree that at any time and from time to time, upon the written request of the Trustee, the Chargors will (at its own expense) promptly and duly execute and deliver any and all such further instruments and documents and do all such other things as the Trustee may deem reasonably necessary for the purpose of obtaining the full benefit of the Deed and of the powers therein granted.</p> <p>Please see continuation sheet for definitions.</p>		

MG01

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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 Rowena Marshall (AVI/6/999)

Company name Maclay Murray & Spens LLP

Address One London Wall

Post town London

County/Region

Postcode E C 2 Y 5 A B

Country United Kingdom

DX 123

Telephone 020 7002 8500



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

MG01

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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  X

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

**FOR AND ON BEHALF OF
MACLAY MURRAY & SPENS LLP**

MG01 - continuation page

Particulars of a mortgage or charge

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

Amount secured

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

"Assigned Rights" means all the rights, titles, benefits and interests, whether present or future, of the Chargors to the Net Rental Income including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time thereafter given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing;

"Borrowing Group" means Tower 42 Holdings Limited (BVI Company Number 1681856), Tower 42 Holdings (No.2) Limited (BVI Company Number 1684819), the Jersey Trustee as sole trustee of The Tower Unit Trust, The Tower Limited Partnership (the "Limited Partnership"), the General Partner in its own capacity and its capacity as general partner of the Limited Partnership, and any company, person or entity from time to time which is a subsidiary of any of the foregoing company, person or entity and any subsidiary undertaking or associate of any such company person or entity and any company, person or entity which would but for the fact its shares are mortgaged to a third party fall within this definition, and including any person from time to time and for the time comprising a Chargor (as that expression is defined in the Facility Agreement);

"Chargors" means the Limited Partnership and the Nominees,

"Facility Agreement" means the term loan facility agreement between the Lender and the Limited Partnership dated on or around the date of the Deed as the same may be amended, varied, novated or replaced from time to time and for the time being or any other loan agreement entered into between any Lender and any Group Member from time to time which evidences Indebtedness;

"Group Member" means each member of the Borrowing Group from time to time which has an obligation to any Lender in relation to the Indebtedness;

"Lease" means the lease or leases of the Property or any part thereof including, without limitation, those specified in the Deed and any other lease or leases affecting the Property from time to time the immediate reversion of which is vested in the Chargors together with any other documents affecting the Assigned Rights which expression shall extend to and include the whole or any part thereof and any amendment, variation, substitution or extension thereof;

MG01 - continuation page

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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

"Lender"

means:

- (a) the Trustee and Aviva plc;
 - (b) any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company; and
 - (c) any company which would, but for the fact its shares are mortgaged to a third party, be a Lender,
- but excluding any company which would only be a Lender solely because another Lender has security over the shares in that company.

"Net Rental Income" means in relation to a particular period Rental Income less:

- (a) those amounts (if any) (together with any VAT charged thereon) paid to any Chargor by any tenant under any Lease by way of contributions to insurance premiums or by way of service charges in respect of costs incurred or to be incurred by any Chargor under any repairing or similar obligations contained in the Lease or in providing services to such tenant or tenants of such buildings pursuant to an obligation under a Lease,
- (b) any contribution to a sinking fund paid by any tenant of the Property; and
- (c) any VAT payable on any of the items listed in paragraphs (a) to (g) (inclusive) of the definition of Rental Income,

"Net Rental Income Account"

means an account in the name of the Limited Partnership opened for the purpose of receiving the Net Rental Income or such account as the Trustee shall approve for such purpose;

"Property"

means the all that freehold land and buildings known as 20, 21a, 22, 25, Tower 42, The International Financial Centre and 27 to 30 Old Broad Street, The Gibson Hall, 13, 15 and 17 and

MG01 - continuation page

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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>the sites of 19 to 33 (odd numbers) Bishopsgate, London and being the subjects registered in the Land Registry under Title Number NGL186550, and</p> <p>"Rental Income" means all sums paid or payable to or for the benefit of the Chargors arising from the letting, use or occupation of all or any part of the Property and shall include (without limitation):</p> <ul style="list-style-type: none"> (a) rents, licence fees and equivalent sums reserved or made payable, (b) sums received or receivable from any deposit held as security for performance of any tenant's obligations (to which the tenant has no entitlement); (c) any other moneys payable in respect of use and/or occupation; (d) proceeds of insurance in respect of loss of rent; (e) any sum equal to any apportionment of rent allowed in favour of the Chargors under a contract for the purchase of the Property; (f) receipts from or the value of consideration given for the grant, surrender or variation of any letting; (g) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, the Property, (h) proceeds paid for a breach of covenant under any Lease and for expenses incurred in relation to any such breach, (i) any contribution to a sinking fund paid by the tenant of the Property, (j) any contribution by a tenant of the Property to head lease rent; (k) any payment from a guarantor or other surety in respect of any of the items listed in this definition, and (l) interest, damages or compensation in respect 	

MG01 - continuation page

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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

of any of the items in this definition.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3541867
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT AND
CHARGE DATED 20 MARCH 2012 AND CREATED BY TOWER
GENERAL PARTNER LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY GROUP MEMBER TO
ANY LENDER ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 27 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 APRIL 2012

07



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

