

MG01

Particulars of a mortgage or charge



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LASERFORM

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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 for
company. To do this, please
use form MG01s

TUESDAY



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19/04/2011

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COMPANIES HOUSE

For official use

1

Company details

Company number 0 6 8 6 5 6 6 8

Company name in full CP Distribution 1 (GP) Limited acting in its capacity as
general partner of the Limited Partnership (**Chargor**)

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 d3 m0 m4 y2 y0 y1 y1

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 Supplemental security agreement between the Chargor, CP Distribution 1 (GP) Limited in its own
right, and the Lender (as defined below), supplemental to a security deed dated 24 September
2009 between, amongst others, the Chargor and the Lender (**Agreement**)

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Amount secured

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

Amount secured All monies and liabilities now or after the date of the Agreement due,
owing or incurred by the Chargor to the Lender whatsoever, in any
manner and in any currency or currencies and whether present or
future, actual or contingent, whether incurred solely or jointly with any
other person and whether as principal or surety, together with all
interest accruing on such monies and liabilities and all costs, charges
and expenses incurred by the Lender and including but not limited to
amounts incurred under the Finance Documents, except for any
obligation which, if it were included here, would constitute unlawful
financial assistance, or its equivalent in any other jurisdiction
(**Secured Obligations**)

cont/d

Continuation page

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

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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 Abbey National Treasury Services plc (**Lender**)

Address 2 Triton Square

Regent's Place, London

Postcode N W 1 3 A N

Name

Address

Postcode

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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

All security created by the Chargor under the Agreement over the assets described below was granted as a continuing security for the payment and discharge of the Secured Obligations, was granted in favour of the Lender, was granted with full title guarantee in respect of all the right, title and interest (if any), on or after the date of the Agreement, of the Chargor in and to each of those assets and was granted pursuant to clause 8 of the Security Deed

1. Assignments

The Chargor assigned

(a) all Rental Income in respect of the Property, and all other sums, payable under any Occupational Lease affecting the Property (including the University Lease) and to which it is a party, and

(b) the University Lease

The Chargor shall remain liable to perform all its obligations under each such Occupational Lease and the University Lease

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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

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).

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Signature

Please sign the form here

Signature

Signature

X *Adrian Goldast* 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 RADLJ 311298-708

Company name Addleshaw Goddard LLP

Address Sovereign House

Sovereign Street

Leeds

Post town

County/Region

Postcode L S 1 1 H Q

Country

DX 12004 Leeds

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

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Amount secured

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

Amount secured

In this form, the following terms shall have the follow meanings

Facility Agreement means the facility agreement between amongst others, the Limited Partnership acting by its general partner, CP Distribution 1 (GP) Limited, and the Lender and dated 24 September 2009 under which the Lender agrees to make available to the Limited Partnership the Development Facility, VAT Facility and the Investment Facility (as each such term is defined in the Facility Agreement, unless otherwise defined in this form)

Finance Documents means any of the Debenture, the Facility Agreement, each Subordination Deed, each Security Document, any Utilisation Request, any Hedging Agreement and any other document designated as a Finance Document by the Lender and the Chargor as defined in the Facility Agreement (as each such term is defined in the Facility Agreement, unless otherwise defined in this form)

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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

2. Negative Pledge

The Chargor agreed that it shall not create or permit to subsist any Security over any of its assets

The Chargor agreed not to

(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor,

(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

Paragraph 2 above does not apply to any Security or arrangement which is Permitted Security

In this form, the following terms shall have the following meanings

Borrower means the Limited Partnership acting by its general partner, CP Distribution 1 (GP) Limited

Financial Indebtedness means any indebtedness for or in respect of

(a) monies borrowed and debit balances at banks or other financial institutions

(b) any acceptance under any acceptance credit facility or bill discounting facility (or dematerialised equivalent)

(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument

(d) the amount of any liability in respect of Finance Leases

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under the Accounting Principles)

(f) any Hedge Transaction (and, when calculating the value of that Hedge Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Hedge Transaction, that amount) shall be taken into account)

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Short particulars

(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity which is not an Obligor which liability would fall within one of the other paragraphs of this definition

(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Repayment Date or are otherwise classified as borrowings under the Accounting Principles

(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply

(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing

(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above

(As each such term is defined in the Facility Agreement, unless otherwise defined in this form)

Limited Partnership means Commercial Property Distribution Fund 1, a limited partnership registered in England and Wales with number LP13620 whose registered office is at 35 Grosvenor Street, London, W1K 4QX

Occupational Lease means, in respect of the Chargor, a lease of a Secured Property in respect of which it is landlord

Permitted Security means

(a) any Security arising under any Security Document

(b) any Security permitted by the Lender in writing

(c) any lien arising by operation of law in the ordinary course of trading and not as a result of any default or omission by the Borrower and

(d) the Second Ranking Security Agreements

(As each such term is defined in the Facility Agreement, unless otherwise defined in this form)

Property means the properties listed in Schedule 1 of this form MG01

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Please give the short particulars of the property mortgaged or charged

Short particulars

Rental Income means in respect of any period, the aggregate of all amounts paid or payable to or for the benefit of the Borrower in respect of or arising out of the letting, use or occupation of all, any or any part of the Property including (without limitation)

- (a) rents, licence fees and equivalent sums reserved or made payable
 - (b) sums received from any deposit held as security for performance of any tenant's obligations
 - (c) a sum equal to any apportionment of rent in favour of the Borrower
 - (d) proceeds of insurance in respect of loss of rent or interest on rent
 - (e) any monies in respect of any fixture and fitting on the Property including any fixture and fitting on the Property for display, advertisement, on licence or otherwise
 - (f) any sum or the value of any consideration given for the grant, surrender or variation of any letting or occupancy
 - (g) any amount payable to the Borrower by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for the Property
 - (h) any amount payable to the Borrower for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach
 - (i) any profits of a revenue nature awarded or agreed to be payable to the Borrower as a result of any proceedings taken or claims made
 - (j) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition
 - (k) any contribution by an occupational tenant to a sinking fund or to ground rent due under any Occupational Lease or Headlease
 - (l) any interest, damages, compensation or settlement in respect of any of the items referred to above and
 - (m) any VAT on any sum mentioned in this definition
- (As each such term is defined in the Facility Agreement, unless otherwise defined in this form)

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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

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

Security Deed means the security deed dated 24 September 2009 made between, amongst others, the Chargor and the Lender

Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by or under the Debenture

University Lease means the Occupational Lease granted by the Limited Partnership (as landlord) in favour of the University of Newcastle-Upon-Tyne (as tenant)

Schedule 1 Properties Registered Land

Chargor	Country and district (or address or description and London borough)
Commercial Property Distribution Fund 1	1 Downing Plaza, Gallowgate, Newcastle upon Tyne

Unregistered Land



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6865668
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 13 APRIL 2011 AND CREATED BY CP
DISTRIBUTION 1 (GP) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY ACTING IN
ITS CAPACITY AS GENERAL PARTNER OF THE LIMITED
PARTNERSHIP TO ABBEY NATIONAL TREASURY SERVICES
PLC 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 19
APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 APRIL 2011

D7



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES