

MG01

Particulars of a mortgage or charge



178  
179399/13  
LASERFORM

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  
particulars of a charge for a  
company. To do this, please  
use form MG01s

SATURDAY



A21 07/08/2010 500  
COMPANIES HOUSE

1

**Company details**

Company number

0 0 3 6 3 8 1 6

Company name in full

LHA London Limited

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

22 09 2007 20 11 20

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

Security agreement between (1) LHA London Limited (LHA) and (2) Capita  
ATL Pension Trustee Limited (as Trustee of the LHA London Limited Pension  
Scheme) (the Trustee) (the Security Agreement)

4

**Amount secured**

Amount secured

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

x+10  
All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally and in any capacity  
whatsoever) of LHA to make payments to the LHA  
London Limited Pension Scheme (including, but not  
limited to any sums becoming payable under section  
75 of the Pensions Act 1995 or under the provisions  
of the LHA London Limited Pension Scheme) up to a  
maximum amount of £4,500,000

**Continuation page**

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

RECEIVED

13/8/10

42

# 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 Capita ATL Pension Trustee Limited as Trustee of

Address the LHA London Limited Pension Scheme, 7th Floor

Phoenix House, 18 King William Street, London

Postcode E C 4 N 7 H E

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 See attached continuation sheet.

# 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 866)

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 870). 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 Reynolds Porter Chamberlain 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 Ed Colville (Ref: EAC/LHA3.1)

Company name Reynolds Porter Chamberlain  
LLP

Address Tower Bridge House

St Katharine's Way

Post town London

County/Region

Postcode E 1 W 1 A A

Country

DX 600 London\City

Telephone 020 3060 6000



### 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)**

## CONTINUATION SHEET

Name of the Chargor LHA London Limited

Company Number 00363816

### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

- 1 Under clause 2 2 of the Security Agreement, LHA, with full title guarantee as security for the payment of all the Secured Liabilities has charged and agrees to charge in favour of the Trustee
- (a) by way of a first legal mortgage, Bowden Court, 24 Ladbroke Road, London W11 3NN (including all buildings, fixtures, fittings and fixed plant and machinery on that property, and the benefit of any covenants for title given or entered into by any predecessor in title of LHA in respect of that property or any moneys paid or payable in respect of those covenants),
  - (b) all claims under and all proceeds of all policies of insurance in respect of the Security Assets which are at any time held by or written in favour of LHA or in which LHA from time to time has an interest, and
  - (c) to the extent that the Rental Income is not effectively assigned under clause 2 3 of the Security Agreement, by way of first fixed charge, all Rental Income,
- 2 Under clause 2 3 of the Security Agreement, LHA has assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of all Rental Income

+ 95

### THE FOLLOWING PROVISIONS ARE ALSO CONTAINED IN THE SECURITY AGREEMENT:

#### A. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

LHA must not

- 1 create or permit to subsist any Security Interest on any Security Asset (other than the security created by the Security Agreement), or
- 2 sell, transfer licence, lease or otherwise dispose of any Security Asset, or
- 3 without the consent of the Trustee (such consent not to be unreasonably withheld or delayed) grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part of it or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property save that the Trustee shall be deemed to have consented to the grant of any licence or licences to occupy a room or rooms at the premises in provision of hostel accommodation or staff

accommodation on its ordinary and current terms in the ordinary course of its undertaking as provider of hostel accommodation and the management of such provision

## **B. FURTHER ASSURANCE**

LHA must, at its own expense, take whatever action the Trustee or a Receiver may require for

- 1 creating, perfecting or protecting any security intended to be created by the Security Agreement, or
- 2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Trustee or any Receiver or any delegates or sub-delegates in respect of any Security Asset

including (i) the execution of any transfer, conveyance assignment or assurance of any property, whether to a trustee or to its nominee, or (ii) the giving of any notice, order or direction and the making of any registration, which in any case the Trustee may think expedient

## **DEFINITIONS:**

**Mortgaged Property** means all freehold or leasehold property included in the definition of Security Assets

**Receiver** means an administrative receiver, receiver and manager or a receiver, in each case appointed under the Security Agreement

**Rental Income** means the aggregate of all amounts paid or payable to or for the account of LHA in connection with the letting of any part of the Mortgaged Property, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of LHA,
- (d) any other moneys paid or payable in respect of occupation and/or usage of a Security Asset and any fixture and fitting on a Security Asset including any fixture or fitting on a Security Asset for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease,

- (g) any sum paid or payable by any guarantor of any occupational tenant under any lease, and
- (h) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by LHA, save that licence fees payable by students shall not form part of the Rental Income

**Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of LHA to make payments to the LHA London Limited Pension Scheme (including, but not limited to any sums becoming payable under section 75 of the Pensions Act 1995 or under the provisions of the LHA London Limited Pension Scheme) up to a maximum amount of £4,500,000

**Security Assets** means all assets of LHA the subject of any Security Interest created by the Security Agreement and any security agreement supplemental to the Security Agreement executed by LHA in favour of the Trustee containing a charge by way of legal mortgage over a Substitute Property

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation, or security interest or any other agreement or arrangement having a similar effect

**Substitute Property** means a freehold or leasehold property approved by the Trustee pursuant to the Security Agreement in its absolute discretion and in relation to which the conditions set out in the Security Agreement have been satisfied



07

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

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

COMPANY NO. 363816  
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 29  
JULY 2010 AND CREATED BY LHA LONDON LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO CAPITAL ATL PENSION TRUSTEE LIMITED AS  
TRUSTEE OF THE LHA LONDON LIMITED PENSION SCHEME  
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 7 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 AUGUST 2010

**THIS CERTIFICATE HAS BEEN  
AMENDED BY AN AMENDING  
CERTIFICATE DATED**

*22 OCTOBER 2010*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**FILE COPY**

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