

MG01

Particulars of a mortgage or charge



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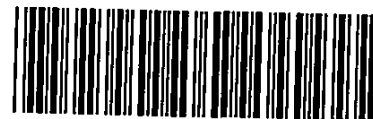
A fee is payable with this form.

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

FRIDAY



A06

\*A14T0SIB\*

16/03/2012

#227

COMPANIES HOUSE

**1** Company details

Company number 03199160

Company name in full The UNITE Group plc (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 01/03/2012

**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 (the "Debenture")

**4** Amount secured

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

Amount secured

4  
+  
10

**1 Secured obligations**

Pursuant to clause 2.1 of the Debenture the Chargor has covenanted  
that it will on demand pay to the Bank all monies and discharge all  
obligations and liabilities now or in the future due, owing or incurred  
by the Group Facilities Borrowers to the Bank under or in connection  
with the Group Facilities Letters without limit (and irrespective of any  
amendment, supplement or novation, any increase in or change in  
the nature of the amount secured) when the same become due for  
payment or discharge whether by acceleration or otherwise, and  
whether such monies, obligations or liabilities are express or implied,  
present or future or actual or contingent, joint or several, incurred as  
principal or surety, originally owing to the Bank or purchased or  
otherwise acquired by any of them, denominated in Sterling or in any  
other currency or incurred on any banking or other account or in any  
other manner whatsoever [Please see MG01 continuation page,  
Section 4 for continuation of this Section 4]

**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	National Westminster Bank plc (the "Bank")							
Address	135 Bishopsgate							
	London							
Postcode	E	C	2	M		3	U	R
Name	test test							
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

**1. Fixed charge**

Pursuant to clause 3 1 of the Debenture the Chargor with full title guarantee has charged to the Bank by way of a first fixed charge (and, as applicable, as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Chargor by way of first legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by the Chargor or in which the Chargor may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof)

**(a) Properties**

All present and future freehold and leasehold property of the Chargor situate in England and Wales and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including, without limitation, all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale or disposal thereof,

*Please see MG01 continuation page, Section 6 for continuation of this Section 6*

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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 *Burke Schma CP* 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 **Martin Jones**

Company name **Burges Salmon LLP**

Address **One Glass Wharf**

**Bristol**

Post town

County/Region

Postcode **B S 2 0 Z X**

Country

DX

Telephone **+44 (0) 117 939 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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## Particulars of a mortgage or charge

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

### 2 Certain liabilities

Pursuant to clause 2.2 of the Debenture the liabilities referred to in clause 2.1 of the Debenture shall, without limitation, include all liabilities arising under the Debenture and the Group Facilities Letters, interest (both before and after judgement) from the date such liabilities are due, owing or incurred up to the date of payment at such rates and upon such terms as specified in the relevant Group Facilities Letters and all properly incurred legal, administrative and other costs, charges and expenses on a full indemnity basis which may be properly incurred by the Bank in relation to any such moneys, obligations or liabilities or the release of all or any of the Charged Property or the enforcement of the security thereby created or generally in respect of the Chargor or otherwise incurred in dealing with any matter in relation to the Debenture

### 3 Interest

Pursuant to clause 2.3 of the Debenture the Chargor shall pay interest at the rate referred to in clause 2.2 of the Debenture on the moneys so due (whether before or after any judgement) on such days as the Bank shall determine. Without prejudice to the right of the Bank to require payment of such interest, all such interest shall be compounded (both before and after any demand or judgment) on such days as the Bank shall from time to time determine

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## 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	<p>(b) <u>Plant and machinery</u></p> <p>All present and future.</p> <p>(i) plant,</p> <p>(ii) machinery,</p> <p>(iii) vehicles,</p> <p>(iv) tools,</p> <p>(v) computer equipment</p> <p>(vi) office equipment, and</p> <p>(vii) other equipment</p> <p>of the Chargor and the benefit of all contracts and warranties relating to the same wherever situated and whether or not affixed to any property and all rights and interests of the Chargor in any plant and machinery which is hired, leased or rented by the Chargor from third parties including, without prejudice to the generality of the foregoing, the Chargor's right to any refunds of rentals or other payments,</p> <p>(c) <u>Securities</u></p> <p>All present and future stocks, shares, bonds, certificates of deposit, derivatives, depository receipts and securities of any kind whatsoever whether marketable or otherwise and all other interests and rights (including but not limited to loan capital or indebtedness or liabilities in any manner owing) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, income, interest or otherwise in respect thereof and all property and rights in respect of any account held by the Chargor as participant, beneficiary, nominee or trustee participant with any clearance or settlement system,</p> <p>(d) <u>Book debts</u></p> <p>All present and future book debts due or owing to the Chargor or in which the Chargor is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Chargor or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Security Interests, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights,</p> <p>(e) <u>Insurances</u></p> <p>All monies from time to time payable to the Chargor under or pursuant to the Insurances including without limitation the refund of any premiums,</p>	

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## 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	<p>(f) <u>Goodwill and uncalled capital</u></p> <p>All goodwill and uncalled capital of the Chargor,</p> <p>(g) <u>Agreements</u></p> <p>The benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties, including the Assigned Contracts and the Hedging Agreement (including without limitation any Hedging Proceeds),</p> <p>(h) <u>Cash</u></p> <p>All bank accounts (including the Account, if any), cash at bank and all credit balances (including the Charged Balance) on any account with Bank or with any other person whatsoever (notwithstanding that the existence of such an account may be in breach of the Debenture) including the proceeds of book debts, revenues and claims charged pursuant to clause 3 1(d) of the Debenture (replicated in paragraph 1(d) above) which proceeds shall, on payment into the Account cease to be subject to the charge in clause 3 1(d) of the Debenture (replicated in paragraph 1(d) above) but shall be subject to the charge in clause 3 1(h) of the Debenture (replicated in this paragraph 1(h)),</p> <p>(i) <u>Intellectual Property Rights</u></p> <p>All present and future patents, trade marks and service marks, trade names, brand names, domain names, registered designs, design rights, copyrights, computer programs, know-how, inventions, formulas and trade secrets and all other industrial or intangible property or rights (whether registered or not),</p> <p>(j) <u>Other debts and contracts</u></p> <p>All other debts, claims, rights and choses in action both present and future of the Chargor or in which the Chargor is legally, beneficially or otherwise interested over and above the debts referred to in clause 3 1(d) of the Debenture (replicated in paragraph 1(d) above) and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by the Chargor with the Bank or any third party (and whether jointly or otherwise and whether in the Account or otherwise) from time to time, any amounts owing to the Chargor by way of rent, licence fee, service charge or otherwise in respect of any of the freehold and leasehold property of the Chargor situate in England and Wales and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which the Chargor has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into the Chargor by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action</p>	

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## 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	<p><b>2 Assignment</b></p> <p>(a) Pursuant to clause 3 2 of the Debenture the Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations and with effect on and from the Enforcement Date has assigned to the Bank the following assets, both present and future, from time to time owned by the Chargor or in which the Chargor may have an interest</p> <p>(i) <u>Rental Income</u></p> <p>All the Chargor's rights, title and interest in and to the Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease,</p> <p>(ii) <u>Hedging Agreements</u></p> <p>All the Chargor's right, title and interest in and to the Hedging Agreements (including without limitation the Hedging Proceeds),</p> <p>(iii) <u>Assigned Contracts</u></p> <p>All the Chargor's right, title and interest in and to the Assigned Contracts,</p> <p>(iv) <u>Goodwill and uncalled capital</u></p> <p>All goodwill and uncalled capital of the Chargor, and</p> <p>(v) <u>Insurances</u></p> <p>All monies from time to time payable to the Chargor under or pursuant to the Insurances including, without limitation, the refund of any premiums</p> <p>(b) To the extent that any such right, title and interest described in clause 3 2(a)(iii) of the Debenture (as replicated at 2(a)(iii) above) and 3 2(a)(v) of the Debenture (as replicated at 2(a) v above) is not assignable or capable of assignment, such assignment purported to be affected by clauses 3 2(a)(iii) of the Debenture (as replicated in paragraph 2 (a) (iii) above) and 3 2(a)(v) of the Debenture (as replicated in paragraph 2(a) above) shall operate as</p> <p>(i) in the case of the Assigned Contracts, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Chargor may derive from the Assigned Contracts or be awarded or entitled to in respect of the Assigned Contracts, and</p> <p>(ii) in the case of the Insurances, an assignment of any and all proceeds of the insurances received by the Chargor subject to the terms of any Occupational Leases and save for any proceeds of such insurances properly payable to any third party and to which the Chargor has no right, title or interest</p> <p>(iii) in each case is continuing security for the payment and discharge of the Secured Obligations</p>	



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## 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	<p><b>3 Floating charge</b></p> <p>(a) Pursuant to clause 3.3 of the Debenture, the Chargor, with full title guarantee has charged to the Bank by way of a first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future including, without limitation, any property, assets and rights of the Chargor located in Scotland, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 3.1 of the Debenture (as replicated in paragraph 1 above of this section 6) and 3.2 of the Debenture (as replicated in paragraph 2 above of this section 6) or otherwise pursuant to the Debenture. The floating charge contained in clause 3.3 of the Debenture (as replicated in paragraph 3) is a "Qualifying Floating Charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and paragraph 14 shall apply to it.</p> <p>(b) Notwithstanding anything else contained in the Debenture</p> <p>(i) the floating charge created by the Debenture may not be converted into a fixed charge solely by reason of</p> <p>(A) the obtaining of a moratorium in respect of the Chargor pursuant to Section 1A to the Insolvency Act 1986, or</p> <p>(B) anything done with a view to obtaining such a moratorium,</p> <p>(ii) the Bank is not entitled to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) in respect of the Chargor pursuant to Section 1A of Schedule A1 to the Insolvency Act 1986 except with the leave of the court.</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="311 369 1517 414">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="311 414 1517 459"><b>Definitions:</b></p> <p data-bbox="311 459 1517 548"><b>"Account"</b> means the bank account or accounts of the Chargor and any other bank account that the Chargor might have any interest in from time to time,</p> <p data-bbox="311 548 1517 638"><b>"Assigned Contracts"</b> means any contract that the Chargor might have any interest in from time to time,</p> <p data-bbox="311 638 1517 683"><b>"Charged Balance"</b> means</p> <p data-bbox="311 683 1517 728">(a) the balance for the time being of the Account including all interest thereon, and</p> <p data-bbox="311 728 1517 817">(b) any legal, beneficial or other entitlement of the Chargor to any monies held in any Group Accounts,</p> <p data-bbox="311 817 1517 907"><b>"Charged Property"</b> means the Account, the Charged Balance and all the other property, assets and rights of the Chargor charged under the Debenture,</p> <p data-bbox="311 907 1517 1064"><b>"Collateral Instruments"</b> means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing a Security Interest,</p> <p data-bbox="311 1064 1517 1108"><b>"Enforcement Date"</b> means the earliest of</p> <p data-bbox="311 1108 1517 1198">(a) date on which the Bank demands the payment or discharge of all or any part of the Secured Obligations,</p> <p data-bbox="311 1198 1517 1288">(b) the date on which a formal step is taken by any person with a view to placing the Chargor into administration, or</p> <p data-bbox="311 1288 1517 1377">(c) the date upon which any entity, other than the Bank, commences enforcement of any Security Interest over any assets of the Chargor,</p> <p data-bbox="311 1377 1517 1422"><b>"Group Facilities"</b> means the facilities made pursuant to the Group Facilities Letters,</p> <p data-bbox="311 1422 1517 1556"><b>"Group Facilities Borrowers"</b> means the Chargor, UNITE Integrated Solutions plc (Registration No 02402714), UNITE Modular Solutions Limited (Registration No 05140259), LDC (Holdings) plc, (Registration No 02625007) and UNITE Facilities Management Limited (Registration No 03601188),</p> <p data-bbox="311 1556 1517 1601"><b>"Group Facilities Letters"</b> means the UNITE Facility Letter and the Group of Accounts Agreement,</p> <p data-bbox="311 1601 1517 1780"><b>"Group of Accounts Agreement"</b> means the group of accounts agreement dated 12 June 2009 and amended by an amendment letter dated on or about the date of the Debenture between the Group Facilities Borrowers and the Bank (as further amended, restated or otherwise varied from time to time) relating to provision by the Bank of a facility to manage the balances on various group facility accounts,</p> <p data-bbox="311 1780 1517 1892"><b>"Hedging Agreement"</b> means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Chargor and the Bank for the purpose of hedging the types of liabilities and/or risks in relation to the Group Facilities</p> <p data-bbox="311 1892 1517 1982"><b>"Hedging Proceeds"</b> means all moneys whatsoever (in whatever currency) payable to the Bank under or in connection with any Hedging Agreements,</p> <p data-bbox="311 1982 1517 2022"><b>"Insurances"</b> means all present and future contracts or policies of insurance (including life policies)</p>

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>in which the Chargor from time to time has an interest,</p> <p><b>"Occupational Leases"</b> means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Charged Assets (and <b>"Occupational Lease"</b> shall be construed accordingly),</p> <p><b>"Secured Obligations"</b> means all moneys, obligations and liabilities covenanted to be paid or discharged by the Chargor under or pursuant to clause 2 of the Debenture (as replicated in section 4 of this form MG01),</p> <p><b>"Security Interests"</b> means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person,</p> <p><b>"Unite Facility Letter"</b> the facility letter dated 15 June 2009 and amended by facility amendment letters dated 10 June 2010 and on or about the date of the Debenture between the Chargor and the Bank (as further amended, restated or otherwise varied from time to time) relating to the provision by the Bank of a revolving credit facility,</p>

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## 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	<p><b>4. Automatic conversion of floating charge</b></p> <p>Pursuant to clause 3 5 of the Debenture, subject only to clause 3 3(b) of the Debenture (as replicated in paragraph 3(b) above), the floating charge contained in the Debenture shall automatically and without notice be converted into a fixed charge in respect of any Floating Charge Assets</p> <ul style="list-style-type: none"> <li>(a) which shall become subject to a Security Interest or to a disposition contrary to the provisions of clause 3 8 of the Debenture (as replicated in paragraph 3 above of section 6),</li> <li>(b) if and when any person levies or notifies the Chargor that it intends to levy any distress, execution, sequestration or other process against any of the Charged Property, or</li> <li>(c) if any of the Secured Obligations become due and outstanding prior to their stated maturity, or</li> <li>(d) if an Event of Default has occurred or is continuing and has been notified to the Chargor or the Borrowers by the Bank,</li> </ul> <p><b>5. Negative Pledge</b></p> <p>Pursuant to clause 3 8 of the Debenture the Chargor has covenanted with the Bank that (save in respect of Permitted Security Interests or as otherwise permitted under the Group Facilities Letters) it will not without the prior consent in writing of the Bank (such consent not to be unreasonably withheld or delayed prior to the Enforcement Date)</p> <ul style="list-style-type: none"> <li>(a) create or attempt to create or permit to subsist or arise any Security Interest on or over, the Debts or any part thereof or the equity of redemption in respect thereof and where the Bank makes a payment at the request of the Chargor which is debited to any account with the Bank for the time being in credit, the Bank shall be deemed to have given any necessary consent for such payment unless it was made as a result of some mistake of fact on behalf of the Bank,</li> <li>(b) create or attempt to create or permit to subsist in favour of any person other than the Bank any Security Interest (except a lien arising by operation of law in the ordinary course of trading of the Chargor over property other than land) on or affecting the other Charged Property (or any part thereof or the equity of redemption in respect thereof, of</li> <li>(c) assign or create a Security Interest over, or otherwise deal with the income from any lease or tenancy of, any of the Property</li> </ul> <p><b>6. Further Advances</b></p> <p>Pursuant to Clause 4 of the Debenture the security created by the Debenture is intended to secure further advances under the Group Facilities Letters</p>	

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## 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	<p><b>7. Further Assurances</b></p> <p>Pursuant to clause 10 1 of the Debenture, the Chargor has covenanted that it will</p> <ul style="list-style-type: none"> <li>(a) if and when reasonably required by the Bank, execute and deliver such further Security Interests and assurances in favour of the Bank and do all such acts and things (including giving any notices and taking such steps) as the Bank shall from time to time reasonably require (with any documents being in such form as the Bank shall require) over or in relation to all or any of the Charged Property to secure the Secured Obligations or to perfect or protect the security intended to be created by this Debenture over the Charged Property or any part thereof or to facilitate the realisation of the same, and</li> <li>(b) at any time on or after the Enforcement Date do and execute all acts, deeds and documents which the Bank may then require to facilitate the realisation of the Charged Property</li> </ul> <p><b>8. Power of Attorney</b></p> <p><b>8.1 Power of attorney</b></p> <p>Pursuant to clause 15 1 of the Debenture the Chargor, by way of security, has irrevocably appointed each of the Bank and any Receiver severally (and each Receiver severally if there is more than one) to be its attorney in its name and on its behalf to (in each case where the Chargor has failed to do so)</p> <ul style="list-style-type: none"> <li>(a) to execute and complete any documents or instruments which the Bank or such Receiver may require for perfecting the title of the Bank to the Charged Property or for vesting the same in the Bank, its nominees or any purchaser,</li> <li>(b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 10 of the Debenture (as replicated in paragraph 7 above), and</li> <li>(c) otherwise generally sign, seal, execute and deliver all deeds, assurances, agreements and documents and do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Bank or a Receiver under the Debenture or which may be deemed expedient by the Bank or a Receiver in connection with any disposition, realisation or getting in by the Bank or such Receiver of the Charged Property or any part thereof or in connection with any other exercise of any power under the Debenture</li> </ul> <p><b>8.2 Ratification</b></p> <p>Pursuant to clause 15 2 of the Debenture the Chargor has ratified and confirmed and agreed to ratify and confirm all acts and things which any attorney as is mentioned in clause 15 1 of the Debenture (as replicated in paragraph 8 1 above) shall lawfully do or purport to do in the exercise or purported exercise of his powers under such clause</p>

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## 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

#### Definitions:

"**Event of Default**" has the meaning given to such term in the UNITE Facility Letter,

"**Floating Charge Assets**" means the assets of the Chargor from time to time expressed to be charged by this Debenture by way of a floating charge,

"**Permitted Security Interests**" means any security granted by a Group Company in favour of the Bank pursuant to the Group Facilities Letters and each security interest consented to in writing by the Bank,

"**Properties**" means the assets of Chargor described in clause 3 1(a) of the Debenture (as replicated in paragraph 1(a) above) (and "**Property**" shall be construed accordingly),

"**Receiver**" means any one or more receivers and/or managers or administrative receivers or administrators appointed by the Bank pursuant to this Debenture in respect of the Chargor or over all or any of the Charged Property,



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

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

COMPANY NO. 3199160  
CHARGE NO. 18

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 12 MARCH  
2012 AND CREATED BY THE UNITE GROUP PLC FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO NATIONAL WESTMINSTER BANK 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 16 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 MARCH 2012

*P*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES