

MG01

Particulars of a mortgage or charge

107394 / 65  
iris  
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  
register particulars of a charge for a  
company. To do this, please  
use form MG01s

TUESDAY



\*A117ZLY8\*

A11

24/01/2012

#21

COMPANIES HOUSE

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**1 Company details**

Company number 0 5 0 8 3 5 8 0

Company name in full LDC (PROJECT 110) LIMITED (the "Company")

**2 Date of creation of charge**

Date of creation 01 08 2011 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 Debenture (the "Deed")

**4 Amount secured**

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

Amount secured

**1.1 Secured Obligations**

Pursuant to clause 2.1 of the Deed, the Company has covenanted that it will  
on demand pay to the Security Trustee for the account of the Finance  
Parties and the Security Trustee all monies and discharge all obligations  
and liabilities now or in the future due, owing or incurred to the Security  
Trustee (whether for its own account or as agent or trustee for the Finance  
Parties) and each of the Finance Parties (or any of them) under or in  
connection with the Finance Documents 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 Security Trustee or any Finance Party 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 (See MG01 C1 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 HSBC Bank plc as agent and security trustee (the "Security Trustee")

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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

**1 1 Fixed charge**

Pursuant to clause 3 1 of the Deed, the Company with full title guarantee has charged to the Security Trustee as agent and security trustee for itself and each of the other Finance Parties 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 Company 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 Company or in which the Company may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof)

**(a) Property**

All present and future freehold and leasehold property of the Company situate in England and Wales including without limitation the Property, if any, specified in Schedule 3 of the Deed (as replicated in Schedule 1 of this MG01) 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 and shall include the Property details of which are set out in Schedule 3 of the Deed (as replicated in Schedule 1 of this MG01),

**(b) Plant and machinery**

All present and future

- (i) plant,
- (ii) machinery,
- (iii) vehicles,

(See MG01 C3 for continuation of this Section 6 )

# 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

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 *Burges Salmon 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 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 7829 Bristol

Telephone 0117 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)

**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	<p><b>1.2 Certain liabilities</b></p> <p>Pursuant to clause 2 2 of the Deed, the liabilities referred to in clause 2 1 of the Deed (as replicated in paragraph 1 1 above) shall, without limitation, include all liabilities arising under the Deed and the Finance Documents, 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 Finance Document and all properly incurred legal, administrative and other costs, charges and expenses on a full indemnity basis which may be properly incurred by the Security Trustee or any of the Finance Parties 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 hereby created or generally in respect of the Company or otherwise incurred in dealing with any matter in relation to the Deed</p> <p><b>1 3 Interest</b></p> <p>Pursuant to clause 2 3 of the Deed, the Company has covenanted that it will pay interest at the rate referred to in clause 2 2 of the Deed (as replicated in paragraph 1 2 above) on the moneys so due (whether before or after any judgement) on such days as the Security Trustee shall determine Without prejudice to the right of the Security Trustee 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 Security Trustee shall from time to time determine</p>	

# 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	<p>(iv) tools,</p> <p>(v) computer equipment</p> <p>(vi) office equipment, and</p> <p>(vii) other equipment</p> <p>of the Company 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 Company in any plant and machinery which is hired, leased or rented by the Company from third parties including, without prejudice to the generality of the foregoing, the Company's right to any refunds of rentals or other payments,</p> <p>(c) <u>Securities</u></p> <p>The Securities and 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, accretions and rights (including but not limited to loan capital or indebtedness or liabilities in any manner owing and whether legal or equitable having regard to the applicable law) in any person, 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, capitalisation, exchange, pre-emption, redemption, bonus, preference, option, dividend, distribution (whether in cash or in specie and whether of capital or income nature), interest or otherwise in respect thereof and their proceeds of sale and all property and rights in respect of any account held by the Company 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 Company or in which the Company 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 Company 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 Company under or pursuant to the Insurances including without limitation the refund of any premiums,</p> <p>(f) <u>Goodwill and uncalled capital</u></p> <p>All goodwill and uncalled capital of the Company,</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 specified in Schedule 2 of the Deed and the Hedging Agreements (including without limitation the Hedging Proceeds),</p>	

# 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	<p>(h) <u>Cash</u></p> <p>All bank accounts (including the Accounts), cash at bank and all credit balances (including the Charged Balance) on any account with the Security Trustee or any Finance Party or with any other person whatsoever (notwithstanding that the existence of such an account may be in breach of the Deed) including the proceeds of book debts, revenues and claims charged pursuant to clause 3 1(d) of the Deed (as replicated in paragraph 1 1(d) of this Section 6) which proceeds shall, on payment into any Account cease to be subject to the charge in clause 3 1(d) of the Deed but shall be subject to the charge in clause 3 1(h) of the Deed,</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 Company or in which the Company is legally, beneficially or otherwise interested over and above the debts referred to in clause 3 1(d) of the Deed (as replicated in paragraph 1 1(d) of this Section 6) and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by the Company with the Security Trustee or any third party (and whether jointly or otherwise and whether in the Accounts or otherwise) from time to time, any amounts owing to the Company by way of rent, licence fee, service charge or otherwise in respect of any of the Property and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which the Company has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into the Company by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action</p> <p>1 2 <b>Assignment</b></p> <p>(a) Pursuant to clause 3 2 of the Deed, the Company with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations has assigned to the Security Trustee as agent and security trustee for itself and the Finance Parties the following assets, both present and future, from time to time owned by the Company or in which the Company may have an interest</p> <p>(i) <u>Rental Income</u></p> <p>All the Company's right, 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 Company'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 Company's right, title and interest in and to the Assigned Contracts,</p>	

# 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	<p>(iv) <u>Accounts</u></p> <p>All the Company's rights and interests in and to all moneys (including interest) from time to time standing to the credit of the Accounts and the debt or debts represented by them,</p> <p>(v) <u>Goodwill and uncalled capital</u></p> <p>All goodwill and uncalled capital of the Company, and</p> <p>(vi) <u>Insurances</u></p> <p>All monies from time to time payable to the Company 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) and 3 2(a)(vi) of the Deed (as replicated in paragraphs 1 2(a)(iii) – 1 2(a)(vi) of this Section 6) is not assignable or capable of assignment, such assignment purported to be affected by clauses 3 2(a)(iii) and 3 2(a)(vi) of the Deed 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 Company 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 Company 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 Company 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> <p><b>1 3 Assignment provisions</b></p> <p>Pursuant to clause 3 7 of the Deed, in respect of the Charged Assets which are assigned to the Security Trustee under clause 3 2 of the Deed (as replicated in paragraph 1 2 of this Section 6)</p> <p>(a) they are assigned subject to reassignment upon the Secured Obligations being paid or discharged in full and there being no future or contingent debt which may arise, whereupon the Security Trustee shall, at the request and cost of the Company, reassign such Charged Assets to the Company,</p> <p>(b) the Company shall promptly upon entering into the Deed give to all relevant third parties notices of such assignment in accordance with clause 10 2 of the Deed (<i>Notices</i>) or otherwise and the Security Trustee may (but shall not be obliged to) deliver such notices of assignment to the relevant third parties if the Company fails to do so within a reasonable time and all costs incurred by the Security Trustee shall be paid by the Company and bear interest from the date such costs were incurred, suffered, computed or payable pursuant to clauses 2 2 and 2 3 of the Deed (as replicated in paragraphs 1 2 and 1 3 of Section 4), and</p> <p>(c) in respect of any Insurances assigned, the Security Trustee shall have no responsibility for the performance of the obligations of the Company thereunder, and the Company shall continue to observe and perform its obligations under the Insurances</p>	



# 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

#### 1.4 Floating charge

- (a) Pursuant to clause 3 3(a) of the Deed, the Company with full title guarantee has charged to the Security Trustee as security trustee for the Finance Parties 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 Company 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 and 3 2 of the Deed (as replicated in paragraphs 1 1 and 1 2 of this Section 6) or otherwise pursuant to the Deed. The floating charge contained in this clause 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.
- (b) Pursuant to clause 3 3(b) of the Deed, notwithstanding anything else contained in the Deed
- (i) the floating charge created by the Deed may not be converted into a fixed charge solely by reason of
- (A) the obtaining of a moratorium in respect of the Company pursuant to Section 1A to the Insolvency Act 1986, or
- (B) anything done with a view to obtaining such a moratorium,
- (ii) the Security Trustee as security trustee for the Finance Parties 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 Company pursuant to Section 1A of Schedule A1 to the Insolvency Act 1986 except with the leave of the court.

#### Definitions

For the purposes of Sections 4 and 6 of this Form MG01, the following definitions shall have the following meanings

"Account" means each of the accounts whose details appear in Schedule 4 of the Deed (as replicated in Schedule 2 to this MG01) and any other account which the Company and the Security Trustee have designated as an Account and "Accounts" shall mean all of them,

"Assigned Contracts" means the contracts and agreements listed in Schedule 2 of the Deed,

"Charged Assets" means all the undertaking, goodwill, property, assets and rights of the Company described in clauses 3 1, 3 2 and 3 3 of the Deed (as replicated in paragraphs 1 1, 1 2 and 1 3 of Section 6) or any part of them,

"Charged Balance" means

- (a) the balance for the time being of the Accounts including all interest thereon, and
- (b) any legal, beneficial or other entitlement of the Company to any monies held in any Group Accounts,

"Charged Property" means the Accounts, the Charged Balance and all the other property, assets and rights of the Company charged under the Deed,

# MG01 - continuation page

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	
-------------------	--

# 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	<p><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><b>"Facility Agreement"</b> means the term loan facility agreement dated 18 January 2012 between, amongst others, LDC (Project 110) Limited (as borrower) (1), LDC (Project 111) Limited (as obligor) (2), UNITE Student Accommodation Management 6 Limited (as obligor) (3), UNITE Student Accommodation Management 111 Limited (as obligor) (4), The UNITE Group plc (as obligor) (5), HSBC Bank plc (as arranger) (6), HSBC Bank plc (as agent) (7), HSBC Bank plc (as security trustee) (8), HSBC Bank plc (as hedge counterparty) (9), HSBC Bank plc (as issuing bank) (10) and the Original Lenders (as defined therein) (11) as amended, restated, supplemented or otherwise modified from time to time,</p> <p><b>"Finance Document"</b> has the meaning given to that term in the Facility Agreement,</p> <p><b>"Finance Parties"</b> has the meaning given to that term in the Facility Agreement,</p> <p><b>"Group Account"</b> means any account whatsoever maintained by any Group Company and <b>"Group Accounts"</b> shall mean all of them,</p> <p><b>"Group Company"</b> means each of the Obligors and any subsidiary of an Obligor as defined in section 1159 of the Companies Act 2006 or subsidiary undertaking determined in accordance with section 1162 of the Companies Act 2006,</p> <p><b>"Hedging Agreements"</b> means the agreements listed in Schedule 5 of the Deed and any future agreement entered into by the Company and the Hedge Counterparty for the purpose of hedging the Company's interest rate liabilities in relation to all or any part of the Facilities,</p> <p><b>"Hedging Proceeds"</b> means all moneys whatsoever (in whatever currency) payable to the Company under or in connection with the Hedging Agreements,</p> <p><b>"Insurances"</b> means all present and future contracts or policies of insurance (including life policies) in which the Company from time to time has an interest,</p> <p><b>"Intellectual Property Rights"</b> means the assets of the Company described in clause 3 1(i) of the Deed (as replicated in paragraph 1 1(i) of Section 6),</p> <p><b>"Occupational Lease"</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 Property (as defined in the Facility Agreement) (and any reference to <b>"Lease"</b> in a Security Document (as defined in the Facility Agreement) shall have the same meaning),</p> <p><b>"Property"</b> means the each of the assets of the Company described in Schedule 3 of the Deed (as replicated in Schedule 1 of this MG01),</p> <p><b>"Rental Income"</b> means, without double counting, the aggregate of all amounts payable to or for the benefit or account of an Obligor (as defined in the Facility Agreement) in connection with the letting of the Property (as defined in the Facility Agreement) or any part of them, including without limitation, each of the following</p> <ul style="list-style-type: none"> <li>(a) rent (and any amount equivalent to it) payable whether it is variable or not and however or whenever it is described, reserved or made payable,</li> <li>(b) any increase of rent payable by virtue of any offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927,</li> </ul>

# 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	<p>(c) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954,</p> <p>(d) any other monies payable in respect of occupation and/or usage of the Property (as defined in the Facility Agreement) and every fixture and fitting in them and any and every fixture on them for display or advertisement, on licence or otherwise,</p> <p>(e) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same,</p> <p>(f) any damages, compensation, settlement or expenses for or representing loss of rent or interest on them awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid in furtherance of such proceedings so taken or claim so made,</p> <p>(g) any moneys payable under any policy of insurance in respect of loss of rent or interest on it,</p> <p>(h) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement, and</p> <p>(i) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same,</p> <p>(j) any payments received under any Nomination Agreement (as defined in the Facility Agreement),</p> <p>but excluding any payments in respect of value added tax, service charges, insurance contributions and maintenance charges,</p> <p><b>"Secured Obligations"</b> means all moneys, obligations and liabilities covenanted to be paid or discharged by the Company under or pursuant to clause 2 of the Deed,</p> <p><b>"Securities"</b> means the assets of the Company described in clause 3 1(c) of the Deed (as replicated in paragraph 1 1(c) of Section 6 of this form MG01) and includes but is not limited to those set out in Schedule 11 of the Deed (as replicated in Schedule 3 to this MG01) issued to the Company and any further security substituted or added from time to time pursuant to the provisions of the Deed,</p> <p><b>"Security Interest"</b> means any mortgage, debenture, standard security, pledge, lien, charge (whether fixed or floating), assignment by way of security, assignation, hypothecation or other security interest, agreement or arrangement of any kind having the effect of conferring security of any kind (and any reference to <b>"Security"</b> in a Security Document shall have the same meaning)</p> <p style="text-align: center;"><b>Schedule 1 – The Property</b></p> <p>The freehold and leasehold land and buildings at London Road, Boston Street, Denby Street and Bramall Lane Sheffield known as The Forge Phase 1 and registered at the Land Registry under Title Numbers SYK499835, SYK258819, SYK317133, SYK402405, SYK410346, SYK410347, SYK459580 and SYK318010</p>	

# 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

#### Schedule 2 – The Accounts

1

Account Bank HSBC Bank plc

Account Number 94646568

Sort Code 40-11-18

Account Designation Rent Account

being the interest bearing sterling deposit account described as the "Rent Account" in the Facility Agreement in which sums shall be placed by or at the direction of the Company pursuant to the Facility Agreement and includes any sub-account, any re-designation of that account and any account substituted therefor by written agreement between the parties

2

Account Bank HSBC Bank plc

Account Number 54646541

Sort Code 40-11-18

Account Designation General Account

being the interest bearing sterling deposit account described as the "General Account" in the Facility Agreement in which sums shall be placed by or at the direction of the Company pursuant to the Facility Agreement and includes any sub-account, any re-designation of that account and any account substituted therefor by written agreement between the parties

3

Account Bank HSBC Bank plc

Account Number 94646584

Sort Code 40-11-18

Account Designation Financial Covenant Deposit Account

being the interest bearing sterling deposit account described as the "Financial Covenant Deposit Account" in the Facility Agreement in which sums shall be placed by or at the direction of the Company pursuant to the Facility Agreement and includes any sub-account, any re-designation of that account and any account substituted therefor by written agreement between the parties

4

Account Bank HSBC Bank plc

Account Number 94646592

Sort Code 40-11-18

Account Designation Sinking Fund Account

being the interest bearing sterling deposit account described as the "Sinking Fund Account" in the Facility Agreement in which sums shall be placed by or at the direction of the Company pursuant to the Facility Agreement and includes any sub-account, any re-designation of that account and any account substituted therefor by written agreement between the parties

5

Account Bank HSBC Bank plc

Account Number 64646606

Sort Code 40-11-18

Account Designation Sale Proceeds Account

being the interest bearing sterling deposit account described as the "Sale Proceeds Account" in the Facility Agreement in which sums shall be placed by or at the direction of the Company pursuant to the Facility Agreement and includes any sub-account, any re-designation of that account and any account substituted therefor by written agreement between the parties

# 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

#### Schedule 3 – Securities

Issued by: (Company name and registered number)	Number	Denomination or Type of Security:
LDC (Project 111) Limited (05791650)	1	Ordinary Share of £1

**and** any further Securities substituted or added by simple written instruction of the Company or owned by the Company in respect of each company detailed in the column "Issued By" above, from time to time

# 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

#### Additional information on the Deed

#### 1 NEGATIVE PLEDGE AND RESTRICTIONS ON DEALING WITH CHARGED PROPERTY

Pursuant to clause 3.8 of the Deed, the Company has covenanted with the Security Trustee as agent and security trustee for itself and the Finance Parties that (save in respect of Permitted Security Interests or as otherwise permitted under the Facility Agreement) it will not without the prior consent in writing of the Security Trustee

- (a) dispose of, or create or attempt to create or permit to arise or subsist or arise any Security Interest on or over, the Debts or any part thereof or the equity of redemption in respect thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 10.1(a) of the Deed and where the Security Trustee makes a payment at the request of the Company which is debited to any account with the Security Trustee for the time being in credit, the Security Trustee 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 Security Trustee,
- (b) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Security Interest (except a lien arising by operation of law in the ordinary course of trading of the Company over property other than land) on or affecting the other Charged Property (or any part thereof or the equity of redemption in respect thereof, or
- (c) sell, transfer, grant any option over or otherwise dispose or attempt to dispose of the other Charged Property or any part thereof or the equity of redemption in respect thereof or attempt or agree so to do except in the case of
  - (i) Floating Charge Assets which may, and subject to the other provisions of the Deed, be disposed of for full value in the ordinary course of business save that the Company may not dispose of the whole or any material part of the Floating Charge Assets whether by a single transaction or a number of transactions whether related or not, and
  - (ii) Disposals by the Company permitted by the terms of the Facility Agreement,
- (d) assign or create a Security Interest over, or otherwise deal with the income from any lease or tenancy of, any of the Property
- (e) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the interest of the Security Trustee in or the value to the Security Trustee of the Securities and shall use its best endeavours not to permit a variation of any rights attaching to any part of the Securities

#### 2 AUTOMATIC CONVERSION OF FLOATING CHARGE

Pursuant to clause 3.5 of the Deed, subject only to clause 3.3(b) of the Deed (as replicated in paragraph 1.4(b) of Section 6), the floating charge contained in the Deed shall automatically and without notice be converted into a fixed charge in respect of any Floating Charge Assets -

- (a) which shall become subject to a Security Interest other than a Permitted Security Interest or to a disposition contrary to the provisions of clause 3.8 of the Deed (as replicated in paragraph 1 of this Additional Information),

# 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

- (b) if and when any person levies or notifies the Company that it intends to levy any distress, execution, sequestration or other process against any of the Charged Property, or
- (c) if any of the Secured Obligations become due and outstanding prior to their stated maturity, or
- (d) if an Event of Default (as defined in the Facility Agreement) has occurred or is continuing and has been notified to the Company or the Borrower by the Security Trustee,

#### 3 FINANCIAL COLLATERAL

Pursuant to clause 3 6 of the Deed, to the extent that the Charged Assets constitute "financial collateral" and the Deed and the obligations of the Company hereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Security Trustee shall have the right to appropriate all or any part of such financial collateral in or towards the satisfaction of the Secured Obligations. For this purpose, the value of such financial collateral so appropriated shall be such amount as the Security Trustee reasonably determines

#### 4 FURTHER ADVANCES

Pursuant to clause 4 of the Deed, the security created by the Deed is intended to secure further advances

#### 5 FURTHER ASSURANCE

5 1 Pursuant to clause 12 1 of the Deed, the Company has covenanted that it will

- (a) if and when reasonably required by the Security Trustee, execute and deliver such further Security Interests and assurances in favour of the Security Trustee (for the benefit of the Finance Parties and itself) and do all such acts and things (including giving any notices and taking such steps) as the Security Trustee shall from time to time reasonably require (with any documents being in such form as the Security Trustee 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 the Deed over the Charged Property or any part thereof or to facilitate the realisation of the same, and
- (b) at any time on or after the Enforcement Date do and execute all acts, deeds and documents which the Security Trustee may then require to facilitate the realisation of the Charged Property

5 2 Pursuant to clause 12 2 of the Deed, such further Security Interests and assurances shall be prepared by or on behalf of the Security Trustee at the expense of the Company and shall contain

- (a) an immediate power of sale without notice,
- (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925, and
- (c) such other clauses for the benefit of the Security Trustee as the Security Trustee may require

5 3 Pursuant to clause 12 3 of the Deed, without prejudice to the generality of the provisions of clauses 12 1 and 12 2 of the Deed (as replicated in paragraphs 5 1 and 5 2 of this Additional Information), the Company shall execute as and when so required by the Security Trustee a legal mortgage or legal charge (as specified by the Security Trustee) over any freehold, leasehold and heritable property acquired by it after the date of the Deed (including all or any of the Property as and when the same are conveyed, transferred, or let to it) and over any and all fixtures, trade fixtures and fixed plant and machinery at any time and from time to time situate thereon



**MG01 - continuation page**  
Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	<div data-bbox="308 342 1038 383">Please give the short particulars of the property mortgaged or charged</div>	

# 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

#### 6 POWER OF ATTORNEY

6 1 Pursuant to clause 17 1 of the Deed, the Company, by way of security, has irrevocably appointed each of the Security Trustee 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

- (a) to execute and complete any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Charged Property or for vesting the same in the Security Trustee, its nominees or any purchaser,
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 12 of the Deed (*Further Assurance*), and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or a Receiver under the Deed or which may be deemed expedient by the Security Trustee or a Receiver in connection with any disposition, realisation or getting in by the Security Trustee or such Receiver of the Charged Property or any part thereof or in connection with any other exercise of any power under the Deed

6 2 Pursuant to clause 17 2 of the Deed, the Company has ratified and confirmed and agreed to ratify and confirm all acts and things which any attorney as is mentioned in clause 17 1 of the Deed (as replicated in paragraph 6 1 of this Additional Information) shall lawfully do or purport to do in the exercise or purported exercise of his powers under such clause

#### 7 CONTINUING SECURITY

Pursuant to clause 18 1 of the Deed, the Deed and the obligations of the Company under the Deed shall

- (a) secure the ultimate balance from time to time owing to the Finance Parties and the Security Trustee by the Company and shall be a continuing security notwithstanding any settlement of account or intermediate payment or discharge whether in whole or in part or other matter whatsoever,
- (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security Interest, right or remedy held by or available to the Security Trustee,
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Security Interest, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Trustee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same or giving time for payment or indulgence or compounding with any other person liable,
- (d) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Company in respect of any Secured Obligations nor by any legal limitation in any matter in respect of any Secured Obligations or by any other fact or circumstances (whether known or not to the Company, any Finance Party or the Security Trustee) as a result of which any Secured Obligations may be rendered illegal, void or unenforceable by the Security Trustee, and
- (e) remain binding on the Company notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving any Finance Party or the Security Trustee or of the assets of any Finance Party or the Security Trustee and for this purpose the Deed and all rights conferred on each Finance Party and the Security Trustee under it may be assigned or transferred by such Finance Party or the Security Trustee accordingly

# 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

# MG01 - continuation page

## Particulars of a mortgage or charge

6	<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><b>Definitions</b></p> <p>For the purposes of this Additional Information of this Form MG01, the following definitions shall have the following meanings</p> <p><b>"Debts"</b> means the assets of the Company described in clause 3 1(d) and 3 1(j) of the Deed (as replicated in paragraphs 1 1(d) and 1 1(j) of Section 6 of this form MG01),</p> <p><b>"Disposal"</b> includes any act specified in clause 18 6 of the Facility Agreement and <b>"dispose"</b> and <b>"disposition"</b> shall be construed accordingly,</p> <p><b>"Enforcement Date"</b> means the date on which the Security Trustee demands the payment or discharge of all or any part of the Secured Obligations or, if earlier, the date on which a formal step is taken by any person with a view to placing the Company into administration,</p> <p><b>"Floating Charge Assets"</b> means the assets of the Company from time to time expressed to be charged by the Deed by way of a floating charge,</p> <p><b>"Permitted Security Interests"</b> means</p> <ul style="list-style-type: none"> <li>(a) rights of set-off arising in the normal course of business and the aggregate amount of which is not material or netting arrangements arising in the ordinary course of banking business for cash management purposes, whether arising by operation of law or contract,</li> <li>(b) Security Interests arising by way of retention of title to goods by the supplier of goods where those goods are supplied subject to the retention of title and are acquired in the ordinary course of business,</li> <li>(c) Security Interests arising under the Security Documents (as defined in the Facility Agreement),</li> <li>(d) liens arising by operation of law in the ordinary course of business and securing amounts not more than 120 days overdue or if more than 120 days overdue they are being contested in good faith by appropriate means, and</li> <li>(e) Security Interests created or outstanding with the prior written consent of the Majority Lenders (as defined in the Facility Agreement),</li> </ul> <p><b>"Receiver"</b> means any one or more receivers and/or managers or administrative receivers or administrators appointed by the Security Trustee pursuant to the Deed in respect of the Company or over all or any of the Charged Property</p>	



FILE COPY

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

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

**COMPANY NO. 5083580  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 JANUARY  
2012 AND CREATED BY LDC (PROJECT 110) LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE SECURITY TRUSTEE AND EACH OF THE  
FINANCE PARTIES (OR ANY OF THEM) 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 24 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JANUARY  
2012

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES