

MG01

Particulars of a mortgage or charge

082248/39



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 mortgage or charge
in Scotland or the Republic of
Ireland. To do this you must use form MG01s

WEDNESDAY



A06

A339AY41

05/10/2011

8

COMPANIES HOUSE

For official use
Please use gov.uk

1

Company details

Company number

0 5 1 5 2 2 2 9

Company name in full

LDC (Kelham Island) Limited (the "Chargor")

2

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

2 9 10 09 12 10 11 11

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 made between the Chargor (1) and the Agent (2) (the
"Debenture")

4

Amount secured

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

Amount secured

All liabilities of each Obligor owed or expressed
to be owed to the Finance Parties under or in
connection with the Finance Documents whether owed
jointly or severally, as principal or surety or in
any other capacity

(the "Secured Liabilities")

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name	HSH Nordbank AG, London Branch									
Address	Moorgate Hall, 155 Moorgate, London as trustee for									
	the Finance Parties (the "Agent")									
Postcode	E	C	2	M		6	U	J		
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	<p>Fixed Security</p> <p>As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee</p> <p>(a) charged to the Agent by way of legal mortgage the Property</p> <p>(b) charged to the Agent as trustee for the Finance Parties by way of legal mortgage all freehold or leasehold property owned by the Chargor at the date of the Debenture</p> <p>(c) charged to the Agent as trustee for the Finance Parties by way of equitable mortgage its interest in any freehold or leasehold property acquired by the Chargor after the date of the Debenture,</p> <p>(d) assigned to the Agent as trustee for the Finance Parties its interest in any present or future licences under which the Chargor is entitled to occupy freehold or leasehold property</p> <p>(e) assigned to the Agent as trustee for the Finance Parties its interest in the Rental Income and the Sale Proceeds</p> <p>(f) charged to the Agent as trustee for the Finance Parties by way of fixed charge its interest in</p> <p>(i) all fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property listed in schedule 2 of the Debenture,</p> <p>(ii) all other present and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property owned by the Chargor</p> <p>(iii) any Investment</p> <p>(iv) any present and future Hedging Agreement,</p> <p>(v) its present and future goodwill and uncalled capital</p> <p>(vi) any Intellectual Property,</p> <p>(vii) any money now or at any time after the date of the Debenture standing to the credit of the Rent Account, the Rent Collections Account, the Sales Proceeds Account and any Designated Account,</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>(viii) any money now or at any time after the date of the Debenture standing to the credit of any other present and future account of the Chargor with a bank or financial institution,</p> <p>(ix) any present and future insurances in respect of any Charged Property and the proceeds of such insurances, and</p> <p>(x) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986,</p> <p>(g) assigned to the Agent as trustee for the Finance Parties by way of fixed charge its interest in and the benefit of</p> <p>(i) the Development Documents,</p> <p>(ii) any Hedging Agreement,</p> <p>(iii) each Lease,</p> <p>(iv) any Transaction Document, and</p> <p>(v) the benefit of any guarantee or security for the performance of the agreements or other documents mentioned in paragraphs (i) to (iv) above provided that if any such agreement, document, guarantee or security is expressed to be non-assignable then the Chargor charged to the Agent as trustee for the Finance Parties by way of fixed charge its interest in and the benefit of it,</p> <p>(h) assigned to the Agent as trustee for the Finance Parties its interest in the agreements (if any) to which it is a party and the benefit of any guarantee or security for the performance of such agreements provided that if any such agreement, guarantee or security is expressed to be non-assignable then the Chargor charged its interest in it to the Agent as trustee for the Finance Parties by way of fixed charge,</p> <p>(i) charged its interest in the Debts to the Agent as trustee for the Finance Parties by way of fixed charge, and</p> <p>(j) charged to the Agent as trustee for the Finance Parties by way of fixed charge, all other assets of the Chargor not charged or assigned by the previous paragraphs of this clause (other than the Chargor's stock in trade or work in progress)</p>
2	Floating Security
2 1	<p>Creation</p> <p>As continuing security for the payment of the Secured Liabilities the Chargor charged to the Agent as trustee for the Finance Parties by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Agent by way of fixed security pursuant to clause 3 of the Debenture</p>
2 2	<p>Conversion</p> <p>Subject to clause 4 3 of the Debenture, the Agent may at any time by written notice to the Chargor convert the floating charge created by clause 4 1 of the Debenture into a fixed charge as regards any assets specified in the notice if</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) an Event of Default has occurred, or
- (b) in the opinion of the Agent such assets are at risk of becoming subject to any Encumbrance (other than a Permitted Encumbrance) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor

2 3 Moratorium under 1986 Act

The Agent shall not be entitled to convert the floating charge created by clause 4 1 of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986

2 4 Qualifying floating charge

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4 1 of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act 1986

3 Negative Covenants

The Chargor shall not, except with the prior written consent of the Agent

- (a) sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets mortgaged, charged or assigned under clause 3 of the Debenture or, save for full consideration in money or money's worth and in the ordinary course of the Chargor's business, sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets charged by way of floating charge under clause 4 of the Debenture,
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property other than a Permitted Encumbrance,
- (c) fix any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property to any land the freehold of which is not owned by the Chargor, or
- (d) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend

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6	Short particulars of all the property mortgaged or charged
Please give the short particulars of the property mortgaged or charged	
Short particulars	Definitions
	<p>"Agreement" means a syndicated loan agreement dated 20 April 2007 made between the Original Borrower (1), UNITE Accommodation Management 9 Limited as management company (2) the Banks (3), the Agent, as arranger (4), the Agent, as underwriter (5) and the Agent, as agent (6) as amended and restated on 23 August 2007, 31 March 2008, 30 October 2008 and 24 February 2011,</p> <p>"Charged Property" means all assets mortgaged, charged or assigned by the Debenture entered into by the Chargor,</p> <p>"Debts" means all present and future book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank,</p> <p>"Designated Account" means an account of the Chargor:</p> <ul style="list-style-type: none"> (a) with the Agent, other than the Rent Account, the Rent Collections Account or the Sales Proceeds Account, or (b) with any other bank which has been notified of the Agent's interest in such account and has agreed in writing not to permit withdrawals from such account, except with the written consent of the Agent, <p>"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226;</p> <p>"Fitch" means Fitch Ratings Ltd or any successor ratings business;</p> <p>"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;</p> <p>"Investment" means</p> <ul style="list-style-type: none"> (a) any present and future stock, share, bond or any form of loan capital of or in any legal entity, (b) any present and future unit in any unit trust or similar scheme; (c) any present and future warrant or other right to acquire any such investment, <p>owned by the Chargor and any income, offer, right or benefit in respect of any such investment;</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"LPA" means the Law of Property Act 1925,</p> <p>"Moody's" means Moody's Investor Services Limited or any successor ratings business;</p> <p>"Original Borrower" means LDC (Redmans Road) Limited,</p> <p>"Property" means all that <u>freehold</u> property known as <u>Central Quay, 33 Alma Street, Sheffield S3-8SA</u> and registered at the Land Registry under <u>title numbers SYK56446 and SYK119881;</u></p> <p>"Rating Agency" means Fitch, Moody's, S&P or any other rating agency which is appointed to give a credit rating under this deed</p> <p>"Ratings Criteria" means in the case of an insurance company or underwriters with which any policies of insurance are maintained pursuant to clause 10.2 (Insurance), that insurance company has a rating of not less than:</p> <p>(1) BBB+ by Fitch</p> <p>(11) Baal by Moody's and</p> <p>(111) BBB+ by Standard & Poor's Rating</p> <p>or such other criteria required or approved by the relevant Rating Agencies,</p> <p>"Real Property" means all freehold or leasehold property forming part of the Charged Property; and</p> <p>"Standard & Poor" means Standard & Poor's Rating Services or any successor ratings business</p>	

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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Signature

Please sign the form here

Signature

Signature

X Taylor Wesley CEO X

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

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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 UCYK

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5152229
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29
SEPTEMBER 2011 AND CREATED BY LDC (KELHAM ISLAND)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES 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 5 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 OCTOBER 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES