

MG01

Particulars of a mortgage or charge



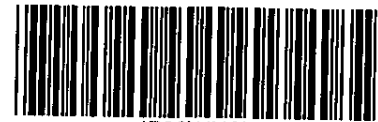
COMPANIES HOUSE

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**
You cannot use this form to register
particulars of a charge for
company. To do this, please use
form MG01s



R26NJI16

RCS 19/04/2013 #122

LD2 15/04/2013 #71

COMPANIES HOUSE

1 Company details

Company number 0 6 3 6 3 2 3 6

Company name in full Into Newcastle Nominee 2 Limited

(the "Company")

5 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d0 d4 m0 m4 y2 y0 y1 y3

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 A deed dated 4 April 2013 created by the Company in favour of Nationwide
Building Society as trustee (the "Security Trustee") (the "Mortgage")

4 Amount secured

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

Amount secured The Company has covenanted with the Security
Trustee as trustee for the Secured Parties that it
shall on demand of the Agent discharge all
obligations which the Company may at any time have
to the Security Trustee (whether for its own
account or as trustee for the Secured Parties) or
any of the other Secured Parties under or pursuant
to the Finance Documents (including the Debenture
and the Mortgage) including any liability in
respect of any further advances made under the
Finance Documents, whether present or future,
actual or contingent (and whether incurred solely
or jointly and whether as principal or as surety or
in some other capacity) and the Company shall pay

(contd)

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

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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

Nationwide Building Society

Address

Commercial Division, Kings Park Road

Moulton Park, Northampton

Postcode

N N 3 6 N W

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

Fixed Security

The Company has charged with full title guarantee in favour of the Security Trustee as security for the payment and discharge of the Secured Obligations, subject only to the relevant Prior Charge, by way of first legal mortgage, the Mortgaged Property

Assignment

The Company has assigned with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to that assignment from any third party) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Trustee to perfect its rights thereunder or under the Mortgage) entered into by or given to the Company in respect of the Mortgaged Property including all

(a) claims, remedies, awards or judgments paid or payable to the Company (including, without limitation, all liquidated and ascertained damages payable to the Company in respect of the items referred to), and

(b) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the Mortgaged Property

The capitalised terms used in this form MG01 and not defined herein have been defined in the definitions schedule

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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

None.

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 *Clifford Chance* X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Oliver Taylor (70-40465441)

Company name Clifford Chance LLP (via CH Counter)
London

Address 10 Upper Bank Street

Post town

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 4934



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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

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| 4 | Amount secured | |
|----------------|---|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture or the Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (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>Definitions</p> <p>"Accession Letter" means a document substantially in the form set out in schedule 7 (Form of Accession Letter) to the Credit Agreement</p> <p>"Account Bank" means Barclays Bank PLC</p> <p>"Agent" means Nationwide Building Society as agent of the Finance Parties</p> <p>"Amendment and Restatement Agreement" means the amendment and restatement agreement dated on the Amendment and Restatement Date between, amongst others, Criterion Enterprises Newcastle GP Limited as original borrower, INTO Newcastle Investments LLP, INTO Newcastle Nominee 1 and INTO Newcastle Nominee 2, INTO Newcastle Property Holdings Limited, INTO Newcastle Property Limited and Barclays Bank PLC and Nationwide Building Society as lenders</p> <p>"Amendment and Restatement Date" means the date of the Amendment and Restatement Agreement</p> <p>"Arrangers" means Barclays Bank PLC and Nationwide Building Society as the mandated lead arrangers</p> <p>"Beneficiary Undertaking" means the beneficiary undertaking dated on or about the Effective Date entered into between amongst others INPHL, INPL and the Security Trustee.</p> <p>"Borrower" means INPHL, or in the event INPL becomes the Borrower under the Credit Agreement in replacement of INPHL under the Debt Push Down, INPL</p> <p>"Charged Property" means all the assets and undertaking of a Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage</p> <p>"Colin Charge" means the security agreement dated on or about the date of the Credit Agreement between, among others, Mr Colin and the Security Trustee</p> <p>"Colin Charge - INPHL" means the security agreement dated on or about the Effective Date between, among others, Mr Colin and the Security Trustee</p> <p>"Colin Subordinated Loan Agreement" means</p> <p>(a) prior to the Debt Push Down Effective Date, the £3,279,529 loan agreement dated on or after the date of the Credit Agreement between Mr Colin as lender and the Original Borrower as borrower as novated to INPHL on or about the Effective Date, and</p> <p>(b) on and from the Debt Push Down Effective Date, the £3,279,529 loan agreement dated on or about the date of the Credit Agreement between Mr Colin as lender and the Original Borrower as novated to INPHL on or about</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

the Effective Date and as further novated to INPL on or about the Debt Push Down Effective Date

"Colin Subordinated Security Documents" has the meaning given to it in the Deed of Subordination

"Companies" means Into Newcastle Nominee 1 Limited a private limited company incorporated in England and Wales with registered number 6363234 and Into Newcastle Nominee 2 Limited a private limited company incorporated in England and Wales with registered number 6363236

"Credit Agreement" means the credit agreement dated 27 August 2010 as amended and restated by an amendment and restatement agreement dated on or about 4 April 2013 and made between the Companies, Barclays Bank PLC and Nationwide Building Society as arrangers and original lenders, Nationwide Building Society as agent and security trustee and Barclays Bank PLC as account bank and original counterparty and as further amended and/or restated from time to time

"Debenture" means the debenture dated 4 April 2013 among the Companies, INPHL, INPL, Investments LLP, Original Borrower in favour of Security Trustee and Account Bank

"Debt Push Down" means the occurrence of the actions referred to in clause 4 (*Novation from INPHL to INPL - Debt Push Down Effective Date*) of the Amendment and Restatement Agreement

"Debt Push Down Effective Date" means the date on which the Agent confirms to the Lenders and INPHL that it has received each of the documents and other evidence listed in schedule 2 (*Conditions Precedent - Debt Push Down Effective Date*) of the Amendment and Restatement Agreement in form and substance satisfactory to the Agent

"Deed of Priority" means the priority agreement dated on or about the Effective Date between among others Opco, Mr Colin, INPL and INPHL

"Deed of Subordination" means the deed of subordination dated on or about the Effective Date between, among others, the Obligors, the Lenders, the Hedge Counterparty, the Agent and the Security Trustee

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

"Effective Date" means the date on which the Agent confirms to the Lenders and INPHL that it has received each of the documents and other evidence listed in schedule 1 (*Conditions Precedent - Effective Date*) to the Amendment and Restatement Agreement

"Facility" means the term loan facility made available under the Credit Agreement as described in clause 2.1 (*The Facility*) of the Credit

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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

Agreement

"Fee Letter" means any letter or letters (i) dated on or about the date of the Credit Agreement between the Arrangers and the Original Borrower or the Agent and the Original Borrower or (ii) dated on the Amendment and Restatement Date between the Agent and the Borrower, setting out the amount of certain fees referred to in the Credit Agreement

"Finance Documents" means.

- (a) the Credit Agreement,
- (b) the Amendment and Restatement Agreement,
- (c) the Security Documents,
- (d) the Deed of Subordination,
- (e) the Beneficiary Undertaking,
- (f) the Subordinated Loan Agreements,
- (g) the Subordinated Security Documents;
- (h) the Deed of Priority,
- (i) any Accession Letter,
- (j) the Hedge Documents,
- (k) each Fee Letter,
- (l) each Utilisation Request, and
- (m) any other document designated as a "Finance Document" by the Agent and the Borrower

"Finance Parties" means the Arranger, the Agent, the Lenders, the Security Trustee, the Account Bank and the Hedge Counterparty

"Hedge Counterparty" means the Original Counterparty or any other counterparty appointed pursuant to clause 24 7 (New Counterparties) of the Credit Agreement

"Hedge Document" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Original Borrower (or novated to the Borrower) and a Hedge Counterparty in accordance with clause 8 7 (Hedging) of the Credit Agreement or otherwise for the purpose of hedging, inter alia (but without limitation), interest rate liabilities and RPI (inflation risk) in relation to the Facility

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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>"INPHL" means Newincco 1222 Limited, a private limited company incorporated in England and Wales with registered number 8388201</p> <p>"INPL" Into Newcastle Property Limited, a private limited company incorporated in England and Wales with registered number 8126543</p> <p>"Investments LLP" Into Newcastle Investments LLP (registered in England and Wales with registered number OC343614)</p> <p>"Lender" means</p> <p>(a) any Original Lender; and</p> <p>(b) any person, bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 24 (Changes to Parties) of the Credit Agreement,</p> <p>which, in each case, has not ceased to be a Party in accordance with the terms of the Credit Agreement</p> <p>"Mortgaged Property" means</p> <p>(a) the property specified in schedule 1 columns 1 and 2 (Details of Mortgaged Property) to the Mortgage, and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,</p> <p>and includes all Related Rights</p> <p>"Mr Colin" means Mr Andrew Jeremy Colin of Chailey Moat, Chailey Green, Lewes BN8 4DA</p> <p>"MRA Account Charge" means the charge over the MRA Accounts dated on the Effective Date entered into between INPL, the University, Opco, the Security Trustee and the Account Bank</p> <p>"Obligors" means the Borrower and the Guarantors</p> <p>"Opco" means Into Newcastle University LLP, a limited liability partnership registered in England and Wales under the Limited Liability Partnerships Act 2000 with registered number OC325583</p> <p>"Opco Subordinated Loan Agreement" means</p> <p>(a) prior to the Debt Push Down Effective Date, the £3,900,000 loan agreement dated on or about the date of the Credit Agreement between Opco as lender and the Original Borrower as novated to INPHL on or about the Effective Date, and</p> <p>(b) on and from the Debt Push Down Effective Date, the £3,900,000 loan</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>agreement dated on or about the date of the Credit Agreement between Opco as lender and the Original Borrower as novated to INPHL on or about the Effective Date and as further novated to INPL on or about the Debt Push Down Effective Date</p> <p>"Opco Subordinated Security Documents" has the meaning given to it in the Deed of Subordination.</p> <p>"Original Borrower" means Criterion Enterprises Newcastle GP Limited, a private limited company incorporated in England and Wales with registered number 6347683 acting in its own capacity and as the general partner of Into Newcastle LP (previously known as Espalier Newcastle LP), a limited partnership registered in England and Wales under the Limited Partnerships Act 1907 with registered number LP11759</p> <p>"Original Counterparty" means Barclays Bank PLC as hedge counterparty</p> <p>"Original Lender" means Barclays Bank PLC and Nationwide Building Society</p> <p>"Party" means a party to the Credit Agreement</p> <p>"Prior Charge" means the mortgage deed between the Companies and the Security Trustee dated as set out in schedule 1 column 3 (Details of Mortgaged Property) to the Mortgage</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any monies and proceeds paid or payable in respect of that asset</p> <p>"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Agent, the Hedge Counterparty, the Arrangers, the Account Bank and the Lenders</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

"Security Documents" means

- (a) the Debenture,
- (b) the Mortgage,
- (c) the Colin Charge,
- (d) the Colin Charge - INPHL,
- (e) the MRA Account Charge, and
- (f) any other document designated as a "Security Document" by the Agent and the Borrower

"Subordinated Loan Agreements" means the Colin Subordinated Loan Agreement and the Opco Subordinated Loan Agreement

"Subordinated Security Documents" means the Opco Subordinated Security Documents and the Colin Subordinated Security Documents

"Utilisation Request" means a notice substantially in the form set out in part 1 of schedule 3 (Utilisation Request) to the Credit Agreement

PROFORMA

Company Number - **06363236**

Company Name – **Into Newcastle Nominee 2 Limited**

Contact Name/ Organisation – **Oliver Taylor, Clifford Chance LLP**

Address – **10 Upper Bank Street, London E14 5JJ**

- **The following details will need to be added, amended or deleted to the Form MG01**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☐

Short particulars of all the property mortgaged or charged ☒

Date charge presented
(applies to MG09/LL MG09) ☐

Date of execution
(applies to MG09/LL MG09) ☐

Date and parties to the charge
(applies to MG09/LL MG09) ☐

Jurisdiction
(applies to MG09/LL MG09) ☐

Floating charge statement
(applies to MG01s/LLMG01s/OSMG01) ☐

Please add the following into the short particulars:

Details of Mortgaged Property

Leasehold land and premises lying to the north west side of Percy Street, Newcastle upon Tyne (title number - TY465433),

Leasehold land and premises lying to the north of St Thomas Street Newcastle upon Tyne (title number - TY465435),

Leasehold land and premises lying to the north west side of Percy Street, Newcastle upon Tyne (title number - TY465438),

Leasehold land and premises at St Thomas Street Newcastle upon Tyne (title number - TY492144),

Leasehold demise of airspace 3 7 metres above ground level over Haymarket Lane Newcastle upon Tyne (title number - TY492145); and

Leasehold land and premises at Percy Street Newcastle upon Tyne (title number - TY506448)



FILE COPY

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

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

**COMPANY NO. 6363236
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED DATED 4 APRIL 2013 AND
CREATED BY INTO NEWCASTLE NOMINEE 2 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO NATIONWIDE BUILDING SOCIETY OR ANY OF
THE OTHER SECURED PARTIES ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 19 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 APRIL 2013

P