

MG01

Particulars of a mortgage or charge



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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  
company. To do this, please use  
form MG01s

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\*LJS60N3S\*  
03/09/2010  
COMPANIES HOUSE

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1

**Company details**

Company number

0 6 3 6 3 2 3 6

Company name in full

INTO Newcastle Nominee 2 Limited (the "Company")

For official use

2

**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

d2 d7 m0 m8 y2 y0 y1 y0

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 mortgage dated 27 August 2010 (the "Mortgage") granted by the Company  
and INTO Newcastle Nominee 1 Limited (together the "Companies") in favour  
of Nationwide Building Society as Security Trustee for the Secured  
Parties (the "Security Trustee")

4

**Amount secured**

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

Amount secured

Please refer to the continuation sheet in respect  
of this section 4 for the amount secured and for  
definitions of capitalised terms not otherwise  
included in this form MG01

**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 |  | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details |
| Name   | Nationwide Building Society  |  |
| Address  | Commercial Division, Kings Park Road,<br>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 |   | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details |
| Short particulars  | <p>Please refer to the continuation sheet in respect of section 4 of this form MG01 for definitions of capitalised terms</p> <p>Pursuant to clause 2 of the Mortgage, 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, by way of first legal mortgage, the Mortgaged Property</p> <p>Pursuant to clause 3 of the Mortgage, 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 of its 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 it in respect of the Mortgaged Property including all:</p> <p>(a) claims, remedies, awards or judgments paid or payable to it (including, without limitation, all liquidated and ascertained damages payable to it in respect of the items referred to), and</p> <p>(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,</p> <p>in each case, relating to all or any part of the Mortgaged Property</p> <p>Please see the continuation sheet in respect of this section 6 of this form MG01 for Annex 1 (a description of the Mortgaged Property and the Title Numbers)</p> |  |

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## Particulars of a mortgage or charge

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

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

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

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

Commission allowance  
or discount

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP 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 Thomas England / 70-40465441

Company name Clifford Chance LLP via CH  
London Counter

Address 10 Upper Bank Street

Post town Canary Wharf

County/Region London

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 4411



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

#### For companies registered in England and Wales:

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

#### For companies registered in Scotland:

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

#### For companies registered in Northern Ireland:

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

4

### Amount secured

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

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 any 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 each Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by any 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

4(7)  
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In this form MG01

"**Accession Letter**" means a document substantially in the form set out in Schedule 7 (Form of Accession Letter) of the Credit Agreement

"**Account Bank**" means Barclays Bank PLC in its capacity as Account Bank or such other bank appointed as such in accordance with Clause 18 2 (Account Bank) of the Credit Agreement.

"**Agent**" means Nationwide Building Society as agent of the Finance Parties

"**Arrangers**" means Barclays Bank PLC and Nationwide Building Society

"**Beneficiary Undertaking**" means the beneficiary undertaking dated on or about the date of the Credit Agreement entered into between the Borrower and the Security Trustee

"**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

"**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

"**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

"**Colin Subordinated Loan Agreement**" means the £3,279,529 loan agreement dated on or about the date of the Credit Agreement between Mr Colin as lender and the Borrower as borrower

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## Particulars of a mortgage or charge

| 4              | Amount secured  |  |
|----------------|---|--|
|                | Please give us details of the amount secured by the mortgage or charge  |  |
| Amount secured | <p>"Colin Subordinated Security Documents" has the meaning given to it in the Deed of Subordination</p> <p>"Credit Agreement" means the £46,000,000 credit agreement dated 27 August 2010 and made between, amongst others, 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</p> <p>"Debenture" means the debenture dated 27 August 2010 granted by the Borrower, INTO Newcastle Investments LLP and the Companies in favour of the Security Trustee</p> <p>"Deed of Priority" means the priority agreement dated on or about the date of the Credit Agreement between Opco, Mr Colin, Investments LLP and the Borrower</p> <p>"Deed of Subordination" means the deed of subordination dated on or about the date of the Credit Agreement between, among others, the Obligors, the Lenders, the Hedge Counterparty, the Agent and the Security Trustee</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee</p> <p>"Facility" means the term loan facility made available under the Credit Agreement as described in Clause 2 1 (The Facility) of the Credit Agreement</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Credit Agreement between the Arrangers and the Borrower and the Agent and the Borrower setting out the amount of certain fees referred to in the Credit Agreement</p> <p>"Finance Documents" means</p> <ul style="list-style-type: none"> <li>(a) the Credit Agreement,</li> <li>(b) the Security Documents,</li> <li>(c) the Deed of Subordination,</li> <li>(d) the Beneficiary Undertaking,</li> <li>(e) the Subordinated Loan Agreements,</li> <li>(f) the Subordinated Security Documents,</li> <li>(g) the Deed of Priority,</li> <li>(h) any Accession Letter,</li> <li>(i) the Hedge Documents,</li> <li>(j) each Fee Letter,</li> </ul> |  |

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

(k) each Utilisation Request, and

(l) 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

"Guarantors" means the Nominees and Investments LLP

"Hedge Counterparty" means Barclays Bank PLC

"Hedge Document" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by 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

"Investments LLP" means INTO Newcastle Investments LLP, a limited liability partnership registered in England and Wales under the Limited Liability Partnerships Act 2000 with registered number OC343614

"Lenders" means

(a) any Original Lender, and

(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*),

which in each case, has not ceased to be a Party in accordance with the terms of the Credit Agreement

"Mortgaged Property" means

(a) the property specified in Annex 1 of section 6 of this form MG01, and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights

"MRA Accounts" means the Residential Block One MRA Account, the Residential Block Two MRA Account and the Teaching Block MRA Account

"MRA Account Charge" means the charge over the MRA Accounts dated on or about the date of the Credit Agreement entered into between the Borrower, the University, Opco, the Security Trustee and the Account Bank

"Mr Colin" means Mr Andrew Jeremy Colin of Flat 1 and 2, 10 Cadogan

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

Gardens, London SW3 2RS

"**Nominees**" means the Companies

"**Obligors**" means the Borrower and the Guarantors

"**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

"**Opco Subordinated Loan Agreement**" means the £3,900,000 loan agreement dated on or about the date of the Credit Agreement between Opco as lender and the Borrower as borrower

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

"**Original Counterparty**" means Barclays Bank PLC

"**Original Lender**" means Barclays Bank PLC and Nationwide Building Society

"**Party**" means a party to the Credit Agreement

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

"**Related Rights**" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities, undertakings or covenants for title in respect of that asset,
- (d) any monies and proceeds paid or payable in respect of that asset

"**Residential Block One MRA Account**" means account number 33269116 (account name Barclays Bank PLC re INTO Newcastle LP Residential Block One MRA Account) (and any renewal or redesignation thereof or substitution therefor) maintained with the Account Bank by the Borrower and the University

"**Residential Block Two MRA Account**" means account number 53531015 (account name Barclays Bank PLC re INTO Newcastle LP Residential Block Two MRA Account) (and any renewal or redesignation thereof or substitution therefor) maintained with the Account Bank by the Borrower and the University

"**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of each Obligor to the Secured Parties (or any of them) under each of the Finance Documents



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## Particulars of a mortgage or charge

| 4              | Amount secured   |  |
|----------------|--|--|
| Amount secured | Please give us details of the amount secured by the mortgage or charge   |  |
|                | <p>"<b>Secured Parties</b>" means the Security Trustee, any Receiver or Delegate, the Agent, the Hedge Counterparty, the Arrangers, the Account Bank and the Lenders</p> <p>"<b>Security Documents</b>" means</p> <ul style="list-style-type: none"> <li>(a) the Debenture,</li> <li>(b) the Mortgage,</li> <li>(c) the Colin Charge,</li> <li>(d) the MRA Account Charge, and</li> <li>(e) any other document designated as a "Security Document" by the Agent and the Borrower</li> </ul> <p>"<b>Subordinated Loan Agreements</b>" means the Colin Subordinated Loan Agreement and the Opco Subordinated Loan Agreement</p> <p>"<b>Subordinated Security Documents</b>" means the Opco Subordinated Security Documents and the Colin Subordinated Security Documents</p> <p>"<b>Teaching Block MRA Account</b>" means account number 63371816 (account name Barclays Bank PLC re INTO Newcastle LP Teaching Block MRA Account) (and any renewal or redesignation thereof or substitution therefor) maintained with the Account Bank by the Borrower and the University</p> <p>"<b>University</b>" means the University of Newcastle upon Tyne, a statutory body established by The Universities of Durham and Newcastle Upon Tyne Act 1963</p> <p>"<b>Utilisation Request</b>" means a notice substantially in the form set out in Part 1 of Schedule 3 (<i>Utilisation Request</i>) of the Credit Agreement</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

#### ANNEX 1

#### Description of Property and Title Number:

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

Leasehold land and premises lying to the west side of Percy Street, Newcastle upon Tyne (TY465435)

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

Leasehold land and buildings on the west side of Percy Street, Newcastle upon Tyne as comprised in a lease dated on or about the date of this Deed and made between the University of Newcastle upon Tyne (1) INTO Newcastle Nominee 1 Limited and INTO Newcastle Nominee 2 Limited (2) (To be allocated)

Leasehold demise of airspace 3 7 metres above ground level over Haymarket Lane lying on the west side of Percy Street, Newcastle upon Tyne as comprised in a lease dated on or about the date of this Deed and made between the University of Newcastle upon Tyne (1) INTO Newcastle Nominee 1 Limited and INTO Newcastle Nominee 2 Limited (2) (To be allocated)



## **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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DATED 27 AUGUST  
2010 AND CREATED BY INTO NEWCASTLE NOMINEE 2  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM ANY COMPANY TO NATIONWIDE BUILDING  
SOCIETY (WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE  
FOR THE SECURED PARTIES) 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 3 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 SEPTEMBER  
2010

L/C



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES