

106202/13  
**MG01**

## Particulars of a mortgage or charge



**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 on a  
company. To do this, use form  
MG01s

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\*APLANOGL\*

22/10/2010

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COMPANIES HOUSE

ise

uk

**1**

### Company details

Company number

7 1 3 2 9 5 7

Company name in full

The Heart (Media City) Management Company Limited

("Company")

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

05 10 2010

**3**

### Description

Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Debenture

**4**

### Amount secured

Amount secured

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

All and any moneys, obligations and liabilities now  
or in the future due, owing or incurred by the  
Company to the Secured Parties (or any of them)  
under or in respect of the Finance Documents in  
whatever currency denominated (whether actually or  
contingently and whether alone or jointly with any  
other person and whether as principal, guarantor,  
surety or otherwise) including all interest,  
commissions, fees and all legal and other costs,  
charges and expenses which any Secured Party may  
charge any Obligor or incur under any Finance  
Document ("**Secured Liabilities**")

**Continuation page**

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

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## 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> Please use a continuation page if you need to enter more details
Name	Nationwide Building Society (" <b>Security Trustee</b> ")		
Address	Commercial Agency Team, 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1. COVENANT TO PAY</b></p> <p><b>1.1 Covenant</b></p> <p>The Company covenanted with the Security Trustee that it will pay to the Secured Parties and discharge all Secured Liabilities when the same shall be or become due in accordance with the terms of the Finance Documents</p> <p><b>2. CHARGE</b></p> <p><b>2.1 Fixed and floating charges</b></p> <p>As a continuing security for the payment of all Secured Liabilities, the Company charged in favour of the Security Trustee.</p> <p>(a) by way of legal mortgage:</p> <p>(1) all estates or interests in the property described as Real Property; and</p> <p>(11) all estates or interests in any freehold or leasehold property (except any assets specified in sub-paragraph 3.1(a)(1) of the Debenture) now or in the future belonging to it;</p> <p>(b) by way of fixed charge</p> <p>(1) (to the extent they are not the subject of a mortgage under paragraph 3.1(a) of the Debenture) all estates or interests in any freehold and leasehold property now or in the future belonging to it, whether or not the title is registered at the Land Registry;</p> <p>(11) all plant and machinery now or in the future owned by the Company and its interest in any plant or machinery now or in the future in its possession;</p> <p>(Please see continuation sheet ...)</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 Not Applicable

### 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 DLA Piper UK X

19/10/2010.

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 MCB/HRS/53154/120129

Company name DLA Piper UK LLP

Address

Post town

County/Region

Postcode

M

2

3

D

L

Country

DX DX: 14304 MANCHESTER

Telephone 08700 111 111



### 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

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Please give the short particulars of the property mortgaged or charged

#### Short particulars

- (iii) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the Company's use of any Charged Property and all rights in connection with them;
- (iv) all its rights in respect of any amount from time to time standing to the credit of those Accounts from which the Company is not entitled (in accordance with the terms of the Facility Agreement or the Debenture) to withdraw, transfer or otherwise deal with all or any part of the balance standing to such Account's credit without the prior written consent of the Security Trustee and/or the Agent and the debts or debts represented thereby;
- (v) all its rights in respect of any amount from time to time standing to the credit of those Accounts not charged pursuant to paragraph 3.1(b)(iv) of the Debenture and the debts or debts represented thereby;
- (vi) all its book debts and other debts, monetary claims, prepayments and the proceeds of the same existing now or in the future and whether payable now or in the future together with the benefit of all rights, claims, securities and guarantees enjoyed or held by the Company in relation to the foregoing;
- (vii) all Securities now or in the future belonging to it;
- (viii) all Intellectual Property now or in the future belonging to it;
- (ix) all its goodwill and uncalled capital from time to time;
- (x) all its rights to recover any value added tax on any supplies made to it relating to the Charged Property and any sums so received;
- (xi) its undertaking and all its other property, rights, assets and income not effectively assigned under paragraph 3.1(c) of the Debenture;
- (c) by way of assignment:
  - (i) all its benefits, rights, titles, claims and interests in and to the Rental Income;
  - (ii) all its benefits, rights, titles, claims and interests in and to the Transaction Documents;
  - (iii) all its rights under any development agreement or related documents including, without limitation, collateral warranties with trade contractors or professionals relating to any Real Property;
  - (iv) all its benefits, rights, titles, claims and interests in and to all present and future insurance policies or contracts in respect of the Charged Property and any payments paid or payable, claims or return of premium in relation thereto;
  - (v) all its rights and claims in relation to any Real Property including, without limitation, all rights and claims against any lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Real Property from time to time and all guarantors and sureties for the obligations of such persons;

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Short particulars

provided that, (a) in each case, to the extent (if any) that the benefits, rights, titles, claims and interests assigned under paragraph 3.1(c) of the Debenture (Fixed and floating charges) are not assignable, such assignment will operate as an assignment of all proceeds received by the Company in connection with such benefits, rights, titles, claims and interests and (b) the Company is entitled whilst no Event of Default is continuing to exercise all rights assigned under clause 3.1 of the Debenture (subject to the terms of the Finance Documents) and the Security Trustee will reassign any such rights to the extent necessary to enable the Company to do so; and

- (d) by way of floating charge, its undertaking and all its other property, rights, assets and income not effectively mortgaged, charged or assigned by clause 3.1 of the Debenture both present and future (including but not limited to its stock in trade) and including, without prejudice, the foregoing generality, a floating charge over all its assets which are situated in Scotland or which are governed by or otherwise subject to Scots law and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies so that the floating charge so created is a qualifying floating charge.

#### 2.2 Negative pledge

- (a) The Company shall not without the prior written consent of the Security Trustee, other than in accordance with the Facility Agreement, create or permit to subsist or arise any Security over the Charged Property.
- (b) Subject to paragraph 2.2(a) of the Debenture, any Security over the Charged Property created in the future by the Company (otherwise than in favour of the Security Trustee) shall be expressed to be subject to the Debenture and/or such ranking or priority arrangements as the Security Trustee may require in its absolute discretion.

#### 3. FURTHER ASSURANCE

The Company undertook to the Security Trustee that it shall, at its own expense, at any time on written demand by the Security Trustee or any Receiver.

- (a) take whatever action the Security Trustee or any Receiver may reasonably require for perfecting, protecting or maintaining all or any of the Security created or intended to be created by or under the Debenture,
- (b) affix to such items of the Charged Property or indorse or cause to be indorsed thereon as the Security Trustee shall stipulate such labels, signs, memoranda or other recognisable identification markings as the Security Trustee shall require referring or drawing attention to the Security created by or under the Debenture, and
- (c) after the security created by the Debenture has become enforceable, facilitate the realisation of any Charged Property, or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver in respect of any Charged Property,

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Short particulars

including, without limitation, the execution of any transfer, conveyance, assignment or assignation of any property to the Security Trustee or its nominee and the giving of any notice, order or direction and the making of any registration, in each case which the Security Trustee considers expedient (acting reasonably)

#### 4. POWER OF ATTORNEY AND DELEGATION

##### 4.1 Power of Attorney

The Company irrevocably and by way of security appointed the Security Trustee and any Receiver and any Delegate acting jointly and also severally as attorney of the Company for the Company and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which the Company is obliged to execute and do under the Debenture or in the Facility Agreement, including without limitation, under Clause 10 the Debenture (Further Assurance) The Company undertook to ratify and confirm whatever any attorney appointed under Clause 11.1 the Debenture does or purports to do under Clause 11.1 the Debenture. The powers of attorney granted pursuant to Clause 11.1 the Debenture shall only be exercisable whilst an Event of Default is continuing

##### 4.2 Delegation

The Security Trustee or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under the Debenture upon any terms (including power to sub-delegate) which the Security Trustee or any Receiver may think fit Neither the Security Trustee nor any Receiver will be in any way liable or responsible to the Company for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

*Definitions used in this form.*

**"Account Bank"** means Bank of Scotland plc (sort code 12-08-95) or such other bank as may be appointed in accordance with Clause 12 of the Facility Agreement;

**"Accounts"**: means each of the Current Account, the Deposit Account, the Rent Account, the Security Account and the Proceeds Account;

**"Agent"**: means Nationwide Building Society

**"Charged Property"**: means the undertaking, property, rights, assets and income of the Company mortgaged, charged, secured and/or assigned by the Debenture and includes any part thereof and any interest therein and, where the context permits, the proceeds of sale of such undertaking, property, rights, assets and income;

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#### Short particulars

**"Current Account"**: means a designated current account with the Account Bank and any successor account permitted in accordance with the provisions of Clause 12.10 of the Facility Agreement (Change of bank accounts);

**"Delegate"**: means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by any Receiver;

**"Deposit Account"** means an interest bearing account with the Account Bank into which the Cash Deposit Amount will be paid and any successor account permitted in accordance with Clause 12 of the Facility Agreement,

**"Event of Default"**: means any event or circumstance specified as such in Clause 22 of the Facility Agreement (Events of Default),

**"Facility Agreement"**: means the facility agreement dated on the same date as the Debenture between, amongst others, the Company, the Security Trustee and the financial institutions party thereto as lenders as the same may be amended, supplemented, novated and/or restated from time to time;

**"Finance Documents"** has the meaning given to it in the Facility Agreement,

**"Finance Party"** has the meaning given to it in the Facility Agreement;

**"Intellectual Property"** means (to the extent of the Company's interest in them) (i) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered, and (ii) the benefit of all applications and rights to use such assets,

**"Proceeds Account"** means an interest bearing account with the Account Bank into which Proceeds shall be paid and any successor account permitted in accordance with Clause 12 of the Facility Agreement;

**"Property"**: means the property brief details of which are set out in Schedule 3 Part 1 (The Property) of the Facility Agreement charged in favour of the Security Trustee from time to time,

**"Real Property"** All that leasehold property known as internal parts of Residential Tower A, MediaCity, Salford Quays, Salford, Greater Manchester, (other than apartments) as the same is registered at the Land Registry under title number MAN161629,

**"Receiver"**: means each person appointed by the Security Trustee as an administrative receiver, a receiver and manager or a receiver in relation to the Property and/or any other property or assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to any Security Document;



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Short particulars

**"Rent Account":** means a designated rent account with the Account Bank into which Rental Income will be paid in accordance with this Agreement and any successor account permitted in accordance with Clause 12 of the Facility Agreement,

**"Rental Income"** has the meaning given to it in the Facility Agreement,

**"Secured Party"** means each Finance Party from time to time and any Receiver or Delegate and each a "Secured Party",

**"Securities"** means any debentures, bonds, shares, stocks, certificates of deposit or other securities or investments issued to or otherwise owned at law or in equity by the Company from time to time and all dividends (cash or otherwise), distributions, interest, and other moneys paid or payable in respect thereof and all allotments, rights, benefits and advantages (including, without limitation, all voting rights) accruing or offered or arising in respect of or incidental to any such securities from time to time and all moneys and assets accruing or offered thereon from time to time, whether by way of redemption, allotment, conversion, warrant, exercise of option rights, substitution, exchange, preference, bonus or otherwise;

**"Security Account"** means an interest bearing account with the Account Bank into which the deposits pursuant to Clause 19 of the Facility Agreement (Financial Covenants) will be paid and any successor account permitted in accordance with Clause 12 of the Facility Agreement,

**"Transaction Documents"** has the meaning given to it in the Facility Agreement,



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

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

**COMPANY NO. 7132957  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 OCTOBER  
2010 AND CREATED BY THE HEART (MEDIACITY)  
MANAGEMENT COMPANY LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
THE SECURED 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 22 OCTOBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 OCTOBER  
2010



*Companies House*  
— for the record —

*DX*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES