

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

MONDAY



A10

AV2J4IBN

15/03/2010

86

COMPANIES HOUSE

1

Company details

Company number 0 4 9 2 8 3 1 4

Company name in full GRT Nottingham LIFT Project Company (No 2) Limited
(the "Company")

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 d5 m0 m3 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 Debenture (the "Debenture")

4

Amount secured

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

Amount secured Please see continuation page

Continuation page

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

17/3/10 439

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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 The Royal Bank of Scotland plc (the "Security Trustee")

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y B

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 Please see continuation page

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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

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 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 Present Masons Ltd 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 RF03/71376 07964/23091636

Company name
Pinsent Masons LLP

Address 1 Park Row

Post town Leeds

Country/Region

Postcode L S 1 5 A B

Country

DX

Telephone 0113 244 5000



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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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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>1 The Company has covenanted under clause 2 1 of the Debenture that it will on demand pay to the Security Trustee all moneys and discharge all obligations and liabilities at the date of the Debenture or subsequent to the date of the Debenture due, owing or incurred by it to the Beneficiaries under or pursuant to the Finance Documents in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied, existing on the date of the Debenture, subsequent to the date of the Debenture or contingent, joint or several, incurred as principal or surety, originally owing to a Beneficiary or purchased or otherwise acquired by a Beneficiary, denominated in Sterling or in any other currency or incurred on any banking account or in any other manner whatsoever (the "Secured Obligations")</p> <p>2 The liabilities referred to in clause 2 1 of the Debenture include, without limitation -</p> <p>2 1 all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest, exchange or inflation rates,</p> <p>2 2 all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind, and</p> <p>2 3 interest, commissions, fees, costs and expenses on a full and unqualified indemnity basis which may be incurred by any Beneficiary in relation to such liabilities in accordance with the Finance Documents</p> <p>3 The Company has agreed to pay interest on each amount due and payable and demanded of it under the Debenture from the date of such demand until payment (after as well as before judgment) at the Default Rate calculated on a day to day basis Such interest shall be compounded at the end of each period determined for this purpose by the Security Trustee in the event of it not being paid when demanded, but without prejudice to the Security Trustee's rights to require payment of such interest</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	1	The Company has charged to the Security Trustee with full title guarantee and by way of first fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales at the date of the Debenture 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, both at the date of the Debenture and subsequent to the date of the Debenture, from time to time owned by the Company or in which the Company may from time to time have an interest (to the extent of that interest) -	
	1 1	all freehold and leasehold property (including, without limitation, the properties specified in Schedule 1 below) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade fixtures) and fixed plant and machinery for the time being on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same (subject, in the case of leasehold property to any necessary third party consents to such charge or mortgage being obtained),	
	1 2	except that charged under clause 3 1 1 of the Debenture (paragraph 1 1 above) all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same,	
	1 3	except for any Excluded Property, all stocks, shares, bonds and securities of any kind whatsoever (including, for the avoidance of doubt, Authorised Investments) and all other interests (including, but not limited to, loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof,	
	1 4	except for any Excluded Property, all book and other debts, revenues and monetary claims, 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 (including, without limitation, any amount from time to time standing to the credit of any bank or other account with the Account Bank or with any other person (except the Distribution Account, and those charged under clause 3 1 5 of the Debenture (paragraph 1 5 below)) and all things in action which may give rise to any debt, revenue or monetary claim, 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 associated rights),	
	1 5	all its right, title, benefit and interest (at the date of the Debenture and subsequent to the date of the Debenture), in and to the Charged Moneys (for the avoidance of doubt this does not include the Excluded Property) and the Charged Accounts (and the Company has agreed that the Charged Moneys shall only (save as contemplated by Clause 5 1 11 of the Debenture and the Account Agreement) be repayable to the Company if the Secured Obligations have been paid and discharged in full),	
	1 6	all goodwill and uncalled capital of the Company, and	
	1 7	all its Intellectual Property Rights and the benefit of all licences and sub-licences of the Company's Intellectual Property Rights at the date of the Debenture or subsequent to the date of the Debenture granted either by the Company or to the Company	
	2	The Company has with full title guarantee assigned to the Security Trustee by way of security (but subject to re-assignment and/or redemption upon payment and discharge in full of the Secured Obligations) -	
	2 1	all of its right, title, benefit and interest in and to the Assigned Agreements, including all moneys which at any time may be or become payable to the Company pursuant thereto and the proceeds of any claims, awards and judgements which may at any time be receivable or received by the	

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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

Company pursuant thereto,

2 2 all its right, title, benefit and interest in and to any proceeds of any Insurances at the date of the Debenture or subsequent to the date of the Debenture, subject to the provisions clause 37 13 of the LPAs, together with all moneys, benefits and advantages that may become payable to it to which it is beneficially entitled absolutely or accrue to it to which it is beneficially entitled absolutely thereunder and the full benefit of such policies relating thereto and all the right, title, benefit and interest whatsoever of the Company therein together with power to claim and to give an effective discharge for any of the moneys assured to otherwise payable under such policies, and

2 3 all its right, title, benefit and interest in and to any Rent together with the benefit of any covenant to pay Rent and the benefit of any guarantee of Rent by a third party and any amounts payable under such guarantee

Prior to the Enforcement Date, the Company is entitled to exercise all the rights of the Company under each Assigned Agreement provided that any such exercise shall not be inconsistent with the terms of the Finance Documents

3 The Company has charged to the Security Trustee with full title guarantee and by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all of its property, assets and rights whatsoever and wheresoever both at the date of the Debenture and subsequent to the date of the Debenture, other than any Excluded Property or any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3 1 of the Debenture (paragraph 1 above) or assigned pursuant to clause 3 2 of the Debenture (paragraph 2 above) or otherwise charged pursuant to the Debenture or any rights to, and in respect of, the proceeds of, or amounts standing to the credit of, the Distribution Account and the Excluded Property

4 The floating charge contained in the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and the Security Trustee reserves its rights to appoint an administrative receiver in accordance with sections 72B to H (inclusive) of the Insolvency Act 1986

5 The Company has covenanted that it will not without the prior written consent of the Security Trustee or otherwise as permitted in accordance with the other Finance Documents or the Project Contracts -

5 1 create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Security Interest on or affecting the Charged Assets or any part thereof (other than a Permitted Security Interest), or

5 2 dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of -

5 2 1 Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of trading,

5 2 2 Permitted Disposals, and

5 2 3 Distributions which are permitted under the terms of the Facility Agreement

Definitions -

"Account Agreement" has the same meaning set out in the Facility Agreement

"Assigned Agreement" means each of the agreements listed in Schedule 3 of the Debenture

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="323 342 1043 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="323 432 1315 465">"Beneficiary" and "Beneficiaries" shall have the meaning set out in the Security Trust Deed</p> <p data-bbox="323 499 1516 611">"Charged Accounts" means each of the bank accounts of the Company with the Account Bank listed in Schedule 2 of the Debenture (including any other accounts designated as Charged Accounts from time to time by the Company and the Security Trustee and any redenomination, redesignation, substitution or replacement of such accounts)</p> <p data-bbox="323 645 1516 701">"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 Debenture (paragraphs 1, 2 and 3 above)</p> <p data-bbox="323 734 1516 790">"Charged Moneys" means all moneys from time to time standing to the credit of the Charged Accounts and all interest and other amounts from time to time payable in respect of, or accruing to, the Charged Accounts</p> <p data-bbox="323 824 1516 936">"Collateral Instruments" 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 liability of any person and includes any document or instrument creating or evidencing a Security Interest</p> <p data-bbox="323 969 1449 992">"Default Rate" means the rate of default interest applicable to unpaid sums under the Facility Agreement</p> <p data-bbox="323 1025 1516 1160">"disposal" means any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the creation of a trust or other equitable interest in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any intellectual property, and "dispose" and "disposition" shall be construed accordingly</p> <p data-bbox="323 1193 1516 1249">"Enforcement Date" means the date on which the Agent or Security Trustee demands the payment or discharge of all or any part of the Secured Obligations pursuant to clause 17 29 of the Facility Agreement</p> <p data-bbox="323 1283 651 1305">"Excluded Property" means -</p> <ul data-bbox="323 1339 1516 1597" style="list-style-type: none"> (a) any Distribution or the proceeds of any Distribution made or to be made out of amounts standing to the credit of the Distribution Account, (b) amounts standing to the credit of an account of the Company with the Account Bank into which only Distributions are paid or the proceeds of such amount, and (c) any debts, revenues and claims paid or the proceeds of any debts, revenues and claims paid or to be paid out of or arising in connection with or any amounts standing to the credit of the Distribution Account or other account referred to in paragraph (b) above, <p data-bbox="323 1630 1516 1709">provided that in each case the relevant amount has been paid into the Distribution Account or other account referred to in paragraph (b) above in accordance with the terms of the Facility Agreement or the Account Agreement</p> <p data-bbox="323 1742 1516 1798">"Facility Agreement" means the Facility Agreement dated 5 March 2010 and made between the Company, GRT Nottingham LIFT Midco (No 2) Limited and the Security Trustee (in various capacities)</p> <p data-bbox="323 1832 1177 1854">"Finance Documents" shall have the meaning set out in the Facility Agreement</p> <p data-bbox="323 1888 1129 1910">"Finance Parties" shall have the meaning set out in the Facility Agreement</p> <p data-bbox="323 1944 1516 2000">"Floating Charge Assets" means the assets of the Company for the time being expressed to be charged by the Debenture by way of floating charge pursuant to clause 3 3 of the Debenture (paragraph 3 above)</p> <p data-bbox="323 2033 1018 2056">"LPAs" shall have the meaning set out in the Facility Agreement</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

"Permitted Disposal" means any disposal permitted by clause 16 17 of the Facility Agreement

"Permitted Security Interest" shall have the meaning set out in the Facility Agreement

"Project Contracts" shall have the meaning set out in the Facility Agreement

"Properties" means the assets of the Company described in clause 3 1 1 (paragraph 1 1 above) of the Debenture and all other immovable property of the Company and all buildings, fixtures (including trade fixtures but subject, in the case of tenant's fixtures, to any tenant's rights in respect of those fixtures) and fixed plant and machinery for the time being on such property or land together with all rights, easements, servitudes and privileges appurtenant to, or benefiting, the same, in all cases both at the date of the Debenture and subsequent to the date of the Debenture

"Rent" means any rent, licence, fee (or other amounts payable in respect of any use or occupation of any of the Properties) paid or payable to the Company in connection with any lease of the Properties or other agreement to pay such amount relating to the occupation or development of that property and for the avoidance of doubt the expression Rent shall include any amounts payable in respect of, in replacement for or as settlement for any such amount of rent or other payments

"Securities" means the assets of the Company described in clause 3 1 3 (paragraph 1 3 above) of the Debenture

"Security Interest" shall have the meaning set out in the Facility Agreement

"Security Trust Deed" means the Security Trust Deed entered into on 5 March 2010 between the Company, GRT Nottingham LIFT Midco (No 2) Limited and the Security Trustee (in various capacities)

"Sterling" or "£" means the lawful currency for the time being of the United Kingdom

Unless the context requires otherwise, words and expressions defined in the Facility Agreement shall have the same meaning when used in the Debenture In the event of any inconsistency between the Facility Agreement and the Debenture, the Facility Agreement shall prevail

SCHEDULE 1

PROPERTIES

All that freehold property registered or to be registered at the Land Registry under title numbers NT296643, NT453427, NT426947, NT52689, NT461195, NT111809 and NT165210 as shown edged red on the plan attached to the Debenture and all that leasehold land comprised in a supplemental underlease dated on or around the date of the Debenture and made between (1) Nottingham City Council and (2) the Company



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

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

**COMPANY NO. 4928314
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 MARCH
2010 AND CREATED BY GRT NOTTINGHAM LIFT PROJECT
COMPANY (NO.2) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL
BANK OF SCOTLAND PLC 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 15 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MARCH 2010

THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED
25 MARCH 2010.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4928314
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 MARCH
2010 AND CREATED BY GRT NOTTINGHAM LIFT PROJECT
COMPANY (NO.2) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL
BANK OF SCOTLAND PLC (THE SECURITY TRUSTEE) OR THE
BENEFICIARIES 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 15 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MARCH 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES