

MG01

Particulars of a mortgage or charge



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iris
LASERFORM

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

WEDNESDAY



A10

"A183601N"

02/05/2012

#192

COMPANIES HOUSE

1

Company details

Company number

5 9 9 7 9 8 6

Company name in full

Pridebank Limited (**Chargor**)

7

For official use



Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

27 04 2012

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 supplemental charge by way of legal mortgage between the Chargor and the Lender (defined in
section 5 below) (**Charge**)

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Amount secured

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

Amount secured

All present and future obligations and liabilities, whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever, of the Chargor to the Lender under the Finance
Documents except for any obligation which, if it were so included,
would result in a contravention of section 151 of the Companies Act
1985 (**Secured Liabilities**)

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 Irish Bank Resolution Corporation Limited (**Lender**)

Address 10 Old Jewry, London

Postcode E C 2 R 8 D N

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1 Charging provisions

1.1 General

All Security created by the Chargor under clauses 2.2 to 2.4 of the Charge (reproduced as clauses 1.2 to 1.4 in this form MG01) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Liabilities,
- (b) granted with full title guarantee, and
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Security Asset

1.2 First legal mortgages

The Chargor charged by way of first legal mortgage the Property and all Fixtures on such property for the time being

1.3 Assignments

The Chargor assigned

- (a) all rental income in respect of the Property, and all other sums, payable under any Occupational Lease affecting the Property and to which it is a party,
- (b) the Agreements relating to the Property, and
- (c) the Insurances relating to the Property

Cont/d

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

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

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

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

Commission, allowance or discount

Nil

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Delivery of instrument

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

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

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Signature

Please sign the form here

Signature

Signature

X

Addleshaw Goddard 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 LAWLC/322161-278

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country

DX 47 London

Telephone 020 7160 3555



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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Amount secured

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

Amount secured

The following terms shall have the following meanings in this form MG01

Debenture means the debenture dated 11 May 2007 made between the Chargor and the Lender

Facility Agreement means the facility agreement dated on or about the date of the Debenture between the Chargor as borrower and the Lender as lender

Finance Documents means the Facility Agreement, the Subordination Deed, each Security Document, any Hedging Agreement, the Ranking Deed and any other document designated as such by the Lender and the Borrower (as each such term is defined in the Facility Agreement)

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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

3The Chargor shall remain liable to perform all its obligations under each such Occupational Lease, Agreement and Insurance

1.4 First fixed charges

The Chargor charged by first fixed charge to the extent that any legal mortgage in clause 2 2 or any assignment in clause 2 3 of the Charge (reproduced as clauses 1 2 and 1 3 in this form MG01) is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause

1.5 Covenant to pay

The Chargor agreed to pay or discharge the Secured Liabilities when due in the manner provided for in any document creating or evidencing the Secured Liabilities and/or otherwise as agreed from time to time

2. Negative pledge

The Chargor agreed that it shall not create or permit to subsist any Security on any of its assets except as provided or contemplated in the Finance Documents

3. When Security becomes enforceable

The Chargor agreed that the security constituted by Charge shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as varied or amended by the Charge, shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and following the expiry of any applicable grace period relating thereto after which the Lender may in its absolute discretion enforce all or any part of the security in any manner it sees fit

4. Enforcement of Security

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due on the date of the Charge
- (b) Section 103 of the Law of Property Act (restricting the power of sale) and section 93 of the Law of Property Act 1925 (restricting the right of consolidation) do not apply to the security constituted by the Charge
- (c) The statutory powers of leasing conferred on the Lender are extended so that, without the need to comply with any provision of section 99 or 100 of the Law of Property Act 1925, the Lender is empowered to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit

5. Debenture

- (a) The Charge is supplemental to the Debenture
- (b) On and from the date of the Charge, the Property shall be deemed to form part of

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Please give the short particulars of the property mortgaged or charged

Short particulars

the Security Assets for the purposes of the Debenture

In this form MG01 the following terms shall have the following meanings

Agreements mean the Development Agreement and the Hedging Agreement and any other agreement listed in schedule 3 of the Debenture (reproduced as schedule 1 in this form MG01) (as each such term is defined in the Debenture unless otherwise defined within this form MG01)

Event of Default has the meaning ascribed to it in the Facility Agreement

Fixtures mean all fixtures and fittings (including those of trade) and fixed plant and machinery now or any time after the date of the Charge on the Property

Insurances means, all contracts and policies of insurance taken out and/or maintained by the Chargor which the Chargor has an interest

Occupational Lease means any agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Mortgaged Property (as defined in the Debenture) may be subject from time to time (including the arrangements specified in schedule 2 of the Debenture and, if the Chargor itself has a leasehold interest in the Mortgaged Property, includes, where the context admits, the lease subject to which it holds the Mortgaged Property

Property means the property described in the schedule of the Charge (Property) (reproduced as schedule 2 to this form MG01)

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Assets means all assets of the Chargor the subject of any security created by the Charge (and includes the Mortgaged Property)

Schedule 1

Agreements

None

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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

Schedule 2

Property

Registered Land

Country and District (or Address or Description London Borough)

Title Number

All that freehold land and buildings on the north-west side of Store Street
and the south-east side of Ducie Street, Manchester

GM389618
GM457593

and



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5997986
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE BY
WAY OF LEGAL MORTGAGE DATED 27 APRIL 2012 AND
CREATED BY PRIDEBANK LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
IRISH BANK RESOLUTION CORPORATION LIMITED 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 2 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 MAY 2012

De



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES