

MG01

Particulars of a mortgage or charge

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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
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



A47

AJNRLZ19

24/11/2011

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COMPANIES HOUSE

1 Company details

Company number 07351033

Company name in full Metric Property Congleton Limited (the "Chargor")

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 02/11/2011 ✓

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 05 Debenture (the "Congleton Debenture")

4 Amount secured

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

Amount secured

All money, debts, obligations and liabilities from time to time
due, owing or incurred by the Obligor or any of them to any
Finance Party or their assignee or successor on any current or
other account whatever or otherwise in any manner whatever, in
each case under each Finance Document to which the Obligor
are a party, as amended, varied, restated, supplemented,
substituted, replaced or novated

- (a) whether present or future;
(b) whether alone or jointly with any other person;
(c) whether actual or contingent;
(d) whether as principal or as surety,
(e) whether express or implied;
(f) in whatever name, form or style,
(g) in whatever currency it is denominated,

(Continued - please see MG01 continuation sheet)

Continuation page

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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(h) whether originally owing to the Finance Party or purchased or otherwise acquired by the Finance Party, its assignee or successor, or</p> <p>(i) otherwise;</p> <p>including, without limitation:</p> <p>(a) 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 or exchange rates;</p> <p>(b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Finance Party for or at the request of the Chargor; and</p> <p>(c) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are incurred by any Finance Party in connection with the Secured Liabilities or generally in respect of the Chargor or the Transaction Security Documents (including, without limitation, legal fees) on a full indemnity basis;</p> <p>in each case under the Finance Documents but excluding any obligation which, if it were included, would result in the Congleton Debenture contravening Section 678 of the Companies Act 2006</p> <p>(the "Secured Liabilities")</p>	

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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

Name *1* The Royal Bank of Scotland plc (as agent and trustee for the

Address Finance Parties) (the "Security Trustee") #

280 Bishopsgate, London

Postcode E C 2 M 4 R B

Name

Address

Postcode

Continuation page

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

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

The clause numbers in this section 6 correspond to the same clauses in the Congleton Debenture.

4. SECURITY

4.1 General provisions

The Security Interests created under the Congleton Debenture are created

- (a) as continuing security for the payment and discharge of the Secured Liabilities; with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (b) in favour of the Security Trustee as agent and trustee, and the Security Trustee holds the benefit of the Congleton Debenture on trust for the Finance Parties.

4.2 Scheduled Property

The Chargor charges, by way of first legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property.

4.3 Other Property

The Chargor charges, by way of first fixed charge, the Property (except the Scheduled Property validly charged in clause 4.2 (*Scheduled Property*) of the Congleton Debenture) and all Rights relating to such Property.

4.4 Intellectual Property

The Chargor charges, by way of first fixed charge, all the Intellectual Property now or in the future owned, possessed or controlled by that Chargor (whether alone or with others) anywhere in the world.

4.5 Plant and Machinery

The Chargor charges, by way of first fixed charge, the Plant and Machinery to the extent that this is not already charged by way of legal mortgage under clause 4.2 (*Scheduled Property*) of the Congleton Debenture

(Continued - please see MG01 continuation sheet)

prop
or
+
95

back
debts

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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

4.6 Securities and Derivative Assets

- (a) The Chargor charges, by way of first fixed charge, the Securities
- (b) The Chargor charges, by way of first fixed charge, all Derivative Assets of a capital nature.
- (c) The Chargor charges, by way of first fixed charge, all Derivative Assets of an income nature.

4.7 Goodwill

The Chargor charges, by way of first fixed charge, all its goodwill and uncalled capital for the time being

4.8 Authorisations

The Chargor charges by way of first fixed charge, the benefit of all Authorisations held in relation to any Charged Property or the Chargor's business.

4.9 Insurance

- (a) The Chargor assigns, by way of absolute assignment, all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances.
- (b) The Chargor assigns, by way of absolute assignment, all other present and future insurances and the proceeds of such insurances
- (c) The Chargor charges, by way of first fixed charge, the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Chargor in respect of any Fixed Charge Asset.

4.10 Hedging Agreements

The Chargor assigns, by way of absolute legal assignment, the benefit of the Hedging Agreements.

4.11 Accruals etc

- (a) The Chargor charges, by way of first fixed charge, all rights, money or property accruing or payable to the Chargor now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of clauses 4.2 (*Scheduled Property*) to 4.10 (*Hedging Agreements*) (inclusive) of the Congleton Debenture.
- (b) The Chargor charges, by way of first fixed charge, that Chargor's rights now or hereafter to recover any VAT on any supplies made to it relating to the Charged Property any tax refund, rebate or repayment, and any sums so recovered.

4.12 Assigned Contracts

The Chargor assigns, by way of absolute legal assignment, all its rights and interests in and under

- (a) the Contracts;
- (b) all Rental Income,
- (c) all sales proceeds payable to the Chargor in respect of the Scheduled Property,
- (d) all appointments of any Managing Agent of the Scheduled Property; and
- (e) any guarantee of Rental Income contained in any Property Document.

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4.13

Floating Charge

(a)

The Chargor charges, by way of first floating charge, all the Chargor's present and future undertaking and assets whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, the Chargor's uncalled capital for the time being and all its undertaking and assets referred to above which are, for any reason, not validly charged or assigned pursuant to clause 4 of the Congleton Debenture

(b)

The floating charge created by the Congleton Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

7.

FURTHER ASSURANCE

(a)

The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Congleton Debenture or for the exercise of any rights, powers and remedies of the Security Trustee or the Finance Parties provided by or pursuant to the Finance Documents or by law and which are exercisable in accordance with their terms

(ii) to confer on the Security Trustee or confer on the Finance Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Congleton Debenture, and/or

(iii) (after the Congleton Debenture has become enforceable) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Congleton Debenture.

(b)

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Security Trustee or the Finance Parties by or pursuant to the Congleton Debenture.

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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

10.1 Negative pledge - Dealings With Charged Property

Other than as permitted under of the Credit Agreement, the Chargor shall not, without the express prior written consent of the Security Trustee enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan or otherwise dispose of any Charged Property, or enter into any agreement to make any such disposal.

10.2 Negative pledge - security

Other than as permitted under the terms of the Credit Agreement the Chargor shall not, without the express prior written consent of the Security Trustee, create, nor purport to create, nor permit to subsist any Security Interest over any of its Charged Property

In this form MG01:

"**Accession Deed**" means a document substantially in the form set out in Schedule 10 (*Form of Accession Deed*) to the Credit Agreement or such other form as the Company and the Agent may from time to time agree (acting reasonably)

"**Acquisition**" means an acquisition of an Acquisition Property or Acquisition Company pursuant to an Acquisition Agreement

"**Acquisition Agreement**" means each agreement dated relating to the sale and purchase of an Acquisition Property or an Acquisition Company and made between an Obligor and a Vendor.

"**Acquisition Company**" means a limited liability company, which on the date of the relevant Acquisition, is in an Approved Jurisdiction which is the direct owner of an Acquisition Property and of which the entire issued share capital has or will be acquired by an Obligor after the date of the Credit Agreement with the proceeds of a Loan

"**Acquisition Property**" means any freehold or long leasehold property in an Approved Jurisdiction, acquired or to be acquired by an Obligor with the proceeds of a Loan under the Credit Agreement (including any such property owned by an Acquisition Company)

"**Agent**" means The Royal Bank of Scotland plc as agent of the other Finance Parties.

"**Agreement for Lease**" means an agreement to grant an Occupational Lease.

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>"Approved Jurisdiction" means</p> <p>(a) in respect of an Acquisition Company, Luxembourg, England, Scotland, Wales, Northern Ireland, British Virgin Islands, Republic of Ireland, Guernsey, Jersey or Cayman Islands or such other jurisdiction as approved by the Agent provided always that such jurisdiction shall only remain an Approved Jurisdiction to the extent in the Agent's opinion it is not a jurisdiction which would prejudice the Finance Parties' rights and interests under the Finance Documents which the Acquisition Company is required to enter into pursuant to the terms of the Credit Agreement; or</p> <p>(b) in respect of an Acquisition Property means England, Scotland, Wales, Northern Ireland or the Republic of Ireland</p> <p>"Arranger" means The Royal Bank of Scotland plc as mandated lead arranger.</p> <p>"Assignment Agreement" means an agreement substantially in the form set out in Schedule 7 (<i>Form of Assignment Agreement</i>) to the Credit Agreement or any other form agreed between the relevant assignor and assignee.</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned, or purported to be mortgaged, charged or assigned to the Security Trustee pursuant to the Congleton Debenture, including, where the context permits, the proceeds of sale or realisation thereof</p> <p>"Commitment" means:</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Part II of Schedule 1 (<i>The Original Parties</i>) to the Credit Agreement and the amount of any other Commitment transferred to it under the Credit Agreement; and</p> <p>(b) in relation to any other Lender, the amount of any Commitment transferred to it under the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Credit Agreement.</p> <p>"Contracts" means all of the Chargor's rights, title, interest and benefit in and to</p> <p>(a) any Acquisition Agreements;</p> <p>(b) any Property Documents;</p> <p>(c) any contracts in respect of the whole or any part of the Charged Property to which the Chargor is a party, including construction contracts in relation to a development of the Charged Property</p> <p>"Company" means Metric Property Finance 1 Limited</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 8 (<i>Form of Compliance Certificate</i>) to the Credit Agreement or in such other form as the Company and the Agent may from time to time agree (acting reasonably).</p> <p>(Continued - please see MG01 continuation sheet)</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

"Credit Agreement" means a credit agreement dated 16 November 2010 as amended and restated on 14 November 2011 and made between (amongst others) the Company and the Agent.

"Debenture" means a debenture entered into by each Obligor in favour of the Security Trustee in a form and substance satisfactory to the Agent which if entered into after the first Utilisation Date shall be in substantially the same form and substance as the terms of the then subsisting Debenture (other than as a result of a change of law or regulation).

"Derivative Assets" means all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Securities, Shares or any Derivative Assets previously described.

"Duty of Care Deed" means a duty of care deed between an Obligor, the Security Trustee and the Managing Agent substantially in the form required by the Agent

"Facility" means the revolving loan facility made available under the Credit Agreement as described in Clause 2 (*The Facility*) of the Credit Agreement.

"Fee Letter" means any letter or letters dated on or about the date of the Credit Agreement between the Arranger and the Company (or the Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in Clause 13 (*Fees*) of the Credit Agreement

"Finance Document" means:

- (a) the Credit Agreement,
- (b) each Accession Deed,
- (c) each Subordination Accession Deed,
- (d) each Transaction Security Document,
- (e) any Compliance Certificate;
- (f) any Fee Letter;
- (g) any Hedging Agreement,
- (h) the Hedging Strategy Letter;
- (i) the Subordination Deed,
- (j) each Duty of Care Deed,
- (k) any Utilisation Request;
- (l) any Transfer Certificate;
- (m) any Assignment Agreement; and
- (n) any other document designated as a "Finance Document" in writing by the Agent and the Company,

in each instance as amended, varied, novated, supplemented, substituted, replaced, extended or restated.

"Finance Party" means the Agent, the Arranger, the Security Trustee, the Servicer, a Lender or a Hedge Counterparty and **"Finance Parties"** shall mean all of them

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"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003 No. 3226) or equivalent in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

"Fixed Charge Asset" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 4 (*Security*), or (with effect from the date of its creation) any security created pursuant to Clause 7 (*Further Assurance*) of the Congleton Debenture.

"Fixtures" mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Chargor and deemed by law to be immovable property other than tenant's fixtures.

"Hedge Counterparty" means the Original Hedge Counterparty or any person which has become a Party as a Hedge Counterparty in accordance with Clause 27.9 (*Additional Counterparties*) of the Credit Agreement.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Facility which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Credit Agreement requires to be hedged.

"Hedging Strategy Letter" means the letter detailing the hedging strategy agreed between the Agent and the Company and delivered to the Agent on or before the first Utilisation Date.

"Insolvency Act" means the Insolvency Act 1986 unless otherwise stated.

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Obligor (which may now or in the future subsist).

"Legal Mortgage" means means each supplemental legal mortgage entered into by an Obligor in favour of the Security Trustee in a form and substance satisfactory to the Agent in respect of an Acquisition Property which if entered into after the first Utilisation Date shall be in substantially the same form and substance as the terms of the then subsisting Legal Mortgage (other than as a result of a change of law or regulation).

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 27 (*Changes to the Lenders*) of the Credit Agreement, which in each case has not ceased to be a Lender in accordance with the terms of the Credit Agreement

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Please give the short particulars of the property mortgaged or charged

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"Loan" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan and **"Loans"** means the total aggregate of each Loan.

"Majority Lenders" means:

(a) if there are no Loans then outstanding, a Lender or Lenders whose Commitments aggregate more than 66 2/3% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66 2/3% of the Total Commitments immediately prior to the reduction); or

(b) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 66 2/3% of all the Loans then outstanding.

"Managing Agent" means any managing agent appointed by an Obligor in respect of the Properties in accordance with Clause 25 11 (*Managing Agent*) of the Credit Agreement.

"Obligor" means the Chargor and each other Obligor (as defined in the Credit Agreement)

"Occupational Leases" mean all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Chargor.

"Original Hedge Counterparty" means The Royal Bank of Scotland plc

"Original Lender" means the financial institutions listed in Part II of Schedule 1 to the Credit Agreement as lenders.

"Parties" mean the parties to the Credit Agreement and **"Party"** shall be construed accordingly.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of the Congleton Debenture become, the property of the Chargor

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property), but excluding any interest in land in Scotland, which are now, or at any time after the date of the Congleton Debenture become, the property of the Chargor, all proceeds of sale derived from such property and the benefit of all covenants to which the Chargor is entitled in respect of such property, and **"Properties"** shall be construed accordingly

"Property Documents" means:

(a) an Agreement for Lease;

(b) an Occupational Lease; and

(c) any other document designated as such by the Agent and the Company

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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

"Rental Income" means all amounts now or at any time in the future payable to or for the account of the Obligors in connection with the occupation of the Properties (without double counting) including each of the following amounts.

- (a) rent including any increase of rent or interim rent agreed by the Company or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other amounts payable under any Occupational Lease or Agreement for Lease,
- (b) amounts payable from any deposit held as security for performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of those obligations,
- (c) any other money payable in respect of occupation and/or use of the Properties including any fixture for display or advertisement,
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Obligors in respect of the Properties net of any costs, fees and expenses incurred but not reimbursed to the Company in connection with such claim;
- (e) any money payable under a policy of insurance in respect of loss of rent,
- (f) any amount payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any occupational lease or occupancy agreement;
- (g) any interest payable on any amount referred to above; and
- (h) any VAT.

"Rights" mean all of the Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Chargor or any person deriving title from the Chargor from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Chargor has an interest)

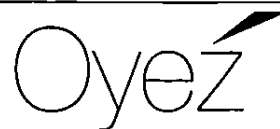
"Scheduled Property" means all the property short particulars of which are set out in Schedule 1 (*The Scheduled Property*) to the Congleton Debenture, including, without limitation, all Fixtures on such property, all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which the Chargor is entitled in respect of such property, all of which are now or at any time after the date of the Congleton Debenture become the property of the Chargor.

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Financial Collateral Regulations) from time to time legally or beneficially owned by or on behalf of the Chargor, including, without limitation, any of the same specified in Schedule 2 (*The Shares*) to the Congleton Debenture together with all property and rights of the Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

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"Security Interests" 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

"Servicer" means any such person appointed by the Agent (acting upon the direction of the Majority Lenders) to act as a loan servicer under the Credit Agreement.

"Shareholder" means Metric Property Finance (Holdings) Limited, a company incorporated in England with company number 07403315

"Share Charge" means a charge over the shares in the Company dated 16 November 2010 entered into between the Shareholder and the Security Trustee in a form and substance satisfactory to the Agent

"Shares" means the shares listed in Schedule 2 (*The Shares*), if any, to the Congleton Debenture.

"Subordination Accession Deed" means each accession deed in substantially the same form as set out in Schedule 1 of the Subordination Deed.

"Subordination Deed" means a subordination deed dated 16 November 2010 and made between the Company, the Agent, the Security Trustee and the Shareholder

"Total Commitments" means the aggregate of the Commitments, being £80,000,000 at the date of the Credit Agreement.

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 6 (*Form of Transfer Certificate*) to the Credit Agreement or any other form agreed between the Agent and the Company.

"Transaction Security Documents" means:

- (a) each Debenture;
- (b) each Legal Mortgage;
- (c) the Share Charge, and
- (d) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents,

each in a form and substance satisfactory to the Agent.

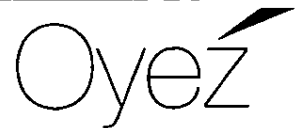
"Utilisation Date" means the date of a utilisation of the Facility, being the date on which the relevant Loan is to be made.

"Utilisation Request" means a notice substantially in the form set out in Schedule 4 (*Utilisation Request - Loans*) to the Credit Agreement or in such other form as the Agent and the Company may from time to time agree (acting reasonably)

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"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

"Vendor" means a vendor selling an Acquisition Property or Acquisition Company.

Schedule 1 (The Scheduled Property)

The freehold property known as Congleton Retail Park, Congleton, Cheshire with Land Registry title numbers CH516370, CH529354 & CH514118

Schedule 2 (The Shares)

None at the date of the Congleton Debenture

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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 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

Delome Luke

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
TSB - 0963384

Company name
Osborne Clarke

Address
One London Wall

London

Post town

County/Region

Postcode
E C 2 Y 5 E B

Country

DX
DX 466 LDE

Telephone
+44 (0) 20 7105 7000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7351033
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
NOVEMBER 2011 AND CREATED BY METRIC PROPERTY
CONGLETON LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE OBLIGORS OR ANY OF THEM TO
ANY FINANCE PARTY 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 24 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 NOVEMBER
2011

DT



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES