In accordance with Section 860 of the Companies Act 2006

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 re particulars of a charge for a Se company To do this, please u form MG01s



COMPANIES HOUSE

	-	·
1	Company details	For official use
Company number	0 7 2 5 0 6 4 6	Filling in this form Please complete in typescript or in
Company name in full	LIFE PROPERTY INVESTMENTS LIMITED	bold black capitals
	(the "Company")	All fields are mandatory unless specified or indicated by *
2	Date of creation of charge	
Date of creation	$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	
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	Legal Charge (the "Deed")	

Amount secured Please give us details of the amount secured by the mortgage or charge Continuation page Please use a continuation page if Amount secured The Company covenanted with the Bank (as security you need to enter more details trustee for Santander UK plc and its subsidiaries for the time being (the "Group Members")) that it will on demand pay all moneys and discharge all liabilities due from and including the date of the Deed or thereafter, owing or incurred by it to the Group Members (or any of them) when the same becomes due for payment or discharge whether by acceleration or otherwise, and whether express or implied, present, future or contingent, joint or several, incurred a principal or surety, originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it, denominated in sterling or in any other currency, (continued on continuation sheet)

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)		
<u> </u>	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	
Name	SANTANDER UK PLC (the "Bank")	you need to enter more details	
Address	2 Triton Square	_	
	Regent's Pl. e, London	_	
Postcode	N W 1 3 A N		
Name	N W I S A N	_	
		_	
Address		_	
Postcode			
	Short particulars of all the property mortgaged or charged		
6		Continuation page	
	Please give the short particulars of the property mortgaged or charged	Please use a continuation page if you need to enter more details	
Short particulars	The Company charged to the Bank (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future (a) by way of legal mortgage the leasehold properties known as A 29 Townsend Mews, Stevenage SG1 3AT as registered at the Land Registry with title number HD500392, B 35 Townsend Mews, Stevenage SG1 3AT as registered at the Land Registry with title number HD500229, and C 42 Townsend Mews, Stevenage SG1 3AT as registered at the Land Registry with title number HD 500294 (the "Properties" and each a "Property"), (b) by way of fixed charge (1) the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled, (11) its rights under the appointment of any managing agent of the Properties; (111) all its rights, title and interest in the contracts or policies of insurance relating to all the undertaking, property and assets of the Company described in this paragraph 1 (Fixed charge) and paragraph 1 2 (Assignment) below including any part thereof and any interest therein ("Charged Assets") in which the Company has an interest ("Insurances"), (10) the benefit of all authorisations, consents, approvals, resolutions, licences, exemptions, filings or registrations ("Authorisations") held in connection with the use of any Charged Assets or any business operated on or from any Property and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and (v) if and in so far as any assignment in paragraph 1 2 (Assignment) below shall for any reason be ineffective as an assignment, the assets referred to in that paragraph		
	(continued on continuation sheet 1)		

MG01

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 NATALIE COATES Company name BLAKE LAPTHORN (Ref: NCC KJS 299318 96) NEW KINGS COURT TOLLGATE CHANDLER'S FORD Postown EASTLEIGH HAMPSHIRE UNITED KINGTOM DX 155850 EASTLEIGH 7

10

Certificate

023 8085 7092

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

1

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 's payable to Companies House ''
respect of e ch 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

MG01

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	Nıl	
	Delivery of instrument	
8		
	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)	
-	Signature	
9	Signature Please sign the form here	
Cianatura	Signature	
Signature	X Blake Caption X	
	This form must be signed by a person with an interest in the registration of the charge	

MG01 - continuation page

Particulars of a mortgage or charge



6

Short particulars of all the property mortgaged or charge.

Please give the short particulars of the property mortgaged or charged

Short particulars

(continued)

1 2 Assignment

The Company assigned to the Bank absolutely as a continuing security for the payment and discharge of the Secired Liabilities all its rights, title and interest both present and future in and to the aggregate of all amounts payable to, or for the benefit or account of, the Company in connection with the letting or permitted third party occupation or use of the whole or any part of a Property ("Rental Income") and all the Company's other rights, title and interest under each agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Company is landlord or licensor ("Occupational Lease")

On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Bank agreed, at the request and cost of the Company, to reassign the Charged Assets referred to in this paragraph 1 2 to the Company or as it may direct

1 3 Negative Pledge

The Company agreed not to create or permit to subsist any 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") over any of the Charged Assets, other than,

- (a) any Security granted in favour of the Bank,
- (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Company, or
- (c) any Security permitted by the Bank in writing, ("Permitted Security")

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page Particulars of a mortgage or charge



5	Mortgagee(s) or person(s) entitled to the charge	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name		
Address		
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		

5012259

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge



Amount secured

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

Amount secured

(continued)

or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Company (the "Secured Liabilities")

If the Company fails to pay any amount payable by it under the Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the highest rate of interest referred to in the documents governing the terms of the Secured Liabilities (the "Default Rate") Such interest (if unpaid) shall be compounded monthly.

03 2011



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7250646 CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 14 JANUARY 2013 AND CREATED BY LIFE PROPERTY INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GROUP MEMBERS (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 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY 2013



