

MG01

Particulars of a mortgage or charge

126692/91.



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 re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

TUESDAY



\*A1FAB9CO\*

A03

14/08/2012

#148

COMPANIES HOUSE

**1 Company details**

Company number 0 8 0 3 7 5 0 7

Company name in full ULIVING@ESSEX HOLDCO 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 0 7 0 8 2 0 1 2

**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 Mortgage Debenture dated 7 August 2012 between the Chargor (1) and Aviva Commercial Finance  
Limited (the "Security Trustee") (2) (the "Debenture")

**4 Amount secured**

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

Amount secured

All moneys, obligations and liabilities whatsoever which may at the  
date of the Debenture or at any time in the future be due, owing or  
incurred by the Chargor to any Senior Finance Party or for or in  
respect of which any Obligor may be liable to any Senior Finance  
Party whether present or future, actual or contingent, on any account  
whatsoever and in any manner whatsoever, as principal or surety and  
whether alone or jointly with any other party or parties including,  
without limitation, interest, legal and other costs, charges and  
expenses (the "Secured Obligations")

Capitalised terms used above and not otherwise defined on this page  
or page 2 shall have the meaning given to them in Schedule 1 to this  
Form MG01

**Continuation page**

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

# MG01

## 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

#### Continuation page

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

Name Aviva Commercial Finance Limited (the "Security Trustee")

Address Sentinel House, 37 Surrey Street

Norwich

Postcode N R 1 3 U Y

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

Capitalised terms used below and in the continuation sheets and not otherwise defined on this page or page 1 of this Form MG01 shall have the meaning given to them in Schedule 1 to this Form MG01

#### 1 Fixed Charge

1 1 The Chargor by the Debenture charged with full title guarantee in favour of the Security Trustee as security trustee for the Senior Finance Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in and to each of the following assets

1 1 1 the Real Property, —

1 1 2 the Tangible Moveable Property, —

1 1 3 all easements, licences and other rights relating to the Charged Property in which it has an interest,

1 1 4 any accounts of the Chargor,

1 1 5 its interest in the Assigned Agreements,

1 1 6 the Insurance Policies,

[SEE CONTINUATION SHEET]

# 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

N/A

### 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

Mills & Reeve LLP

X

This form must be signed by a person with an interest in the registration of the charge

# 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 Jens Henniker Heaton

Company name Mills & Reeve LLP

Address Francis House

112 Hills Road

Post town Cambridge

County/Region Cambridgeshire

Postcode 

C	B	2		1	P	H	
---	---	---	--	---	---	---	--

Country United Kingdom

DX DX 122891 Cambridge 4

Telephone 01223 222283



### 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)

# MG01 - continuation page

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 Name Uliving@Essex Holdco Limited**

**Company Number 08037507**

**CONTINUATION SHEET**

- 1 1 7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise),
- 1 1 8 all Monetary Claims including all Related Rights,
- 1 1 9 any uncalled capital and goodwill,
- 1 1 10 all Intellectual Property (as defined in the Project Agreement),
- 1 1 11 any beneficial interest in any pension fund, and
- 1 1 12 the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by it in connection with its business and any right to payment of compensation thereunder

### 2 Assignments

- 2 1 The Chargor by the Debenture assigned absolutely with full title guarantee to the Security Trustee as security trustee for the Senior Finance Parties by way of first assignment as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the following assets
  - 2 1 1 the benefit of (severally) any agreements, contracts, deeds, undertakings, guarantees, warranties or other documents entered into by or given to or to be entered into or to be given to the Chargor at any time in respect of the Real Property and all documents at the date of the Debenture or thereafter in existence necessary to enable the Security Trustee (for itself and on behalf of the Senior Finance Parties) to perfect the same and all the proceeds of any payment of any claims, awards or judgments paid or payable to the Chargor under or in respect of the same (including, but without limitation, all liquidated and ascertained damages payable to the Chargor thereunder) and all the Chargor's rights or remedies at the date of the Debenture or thereafter in existence arising thereunder,
  - 2 1 2 the benefit of the Assigned Agreements and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such agreements payable to the Chargor thereunder and all the Chargor's rights or remedies at the date of the Debenture or thereafter in existence arising thereunder,
  - 2 1 3 the benefit of all tenant covenants and of all landlord covenants and of all covenants, agreements, undertakings or obligations entered into or to be entered into by any other party to any of the Assigned Agreements or to any licences, deeds, rent deposit agreements, or other deeds or documents supplemental or collateral to any lease and of all guarantees or indemnities in any of the aforesaid,
  - 2 1 4 the benefit of all rights and claims to which the Chargor is at the date of the Debenture or may thereafter become entitled in relation to the Real Property (including those against all persons who at the date of the Debenture or may at any time be in occupation of the Real Property under any of the Assigned Agreements and all

# MG01 - continuation page

## 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

guarantors and sureties for the obligations of such persons),

2 1 5 the benefit of all guarantees, warranties and representations given or made at the date of the Debenture or thereafter by, and any rights or remedies against, all or any of the designers, builders, contractors, professional advisers, sub-contractors, manufacturers, suppliers and installers of any fixtures including, without limitation, any such guarantees, warranties and representations given pursuant to or in connection with the Assigned Agreements,

2 1 6 all rights to which the Chargor is at the date of the Debenture or may thereafter become entitled in respect of the proceeds of any order of the Court made pursuant to Sections 238(3), 239(3) or 244 of the Insolvency Act 1986,

2 1 7 all rights and claims in relation to any Assigned Account and the proceeds of each such Assigned Account,

2 1 8 all chattels on the Real Property at the date of the Debenture or at any time thereafter hired, leased or rented by the Chargor to any person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract,

2 1 9 the benefit of all present and future licences held in connection with the business carried on upon the Real Property or any part thereof and also the right to recover and receive all compensation which may at any time become payable to the Chargor under the Licensing Act 1964, and

2 1 10 all present and future rights, title, benefits and interest in and to the Insurance Policies and all proceeds and returns of premium in respect thereof

#### 3 Floating Charge

3 1 The Chargor charged by the Debenture with full title guarantee in favour of the Security Trustee as security trustee for the Senior Finance Parties with the payment and discharge of the Secured Obligations by way of floating charge all present and future assets and undertakings of the Chargor (including assets expressed to be charged by paragraphs 1 to 2 inclusive above and this paragraph 3)

3 2 The floating Charge created by the Chargor ranks

(i) behind all the fixed Charges created by the Chargor, but

(ii) in priority to any other Security over the Charged Property

3 3 The floating charge created pursuant to paragraph 3 1 above is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B7 of the Insolvency Act 1986

3 4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this paragraph 3

#### 4 Negative Pledge and Disposals

# MG01 - continuation page

## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>4 1 Negative Pledge</p> <p>The Chargor undertook by the Debenture that it shall not (and shall not agree to), at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Encumbrance over all or any part of the Charged Property, nor do anything else prohibited by clause 20 4 (Negative Pledge) of the Facility Agreement, except as permitted by that clause 20 4 (Negative Pledge)</p> <p>4 2 No Disposal of Interests</p> <p>The Chargor undertook by the Debenture that it shall not (and shall not agree to) at any time during the subsistence of the Debenture or any Mortgage, except as permitted pursuant to the terms of the Senior Finance Documents or by this paragraph 4</p> <p>4 2 1 execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property, or</p> <p>4 2 2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property, or</p> <p>4 2 3 (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Trustee to exercise any of the Collateral Rights, or</p> <p>4 2 4 assign or otherwise dispose of any interest in any account and no right, title or interest in relation to any account maintained with the Security Trustee, or the credit balance standing to any such account shall be capable of assignment or other disposal</p>	

**MG01 - continuation page**  
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



**Form MG01**

**Particulars of a Mortgage or Charge**

Company Name       Uliving@Essex Holdco Limited  
Company Number     08037507

**SCHEDULE 1**

**"Accommodation Project"** has the meaning given in the Facility Agreement,

**"Assigned Agreements"** means each Relevant Document (as defined in the Facility Agreement) to which the Chargor is a party (other than the Senior Finance Documents),

**"Borrower"** means Uliving@Essex Limited, a company incorporated in England with registered number 08038090 and having its registered office at Boundary House, 91-93 Charterhouse Street, London EC1M 6HR,

**"Charges"** means all or any of the Security created or expressed to be created pursuant to the Debenture,

**"Charged Property"** means all the property, assets, income, undertaking, rights and revenues and other interests of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage,

**"Collateral Rights"** means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture or any Mortgage or by law,

**"Delegate"** means any delegate, agent, attorney or co trustee appointed by the Security Trustee,

**"Encumbrance"** means any mortgage, charge, standard security, pledge, lien, hypothecation, title retention, security interest, assignment created for the purpose of security, or other security interest or preferential arrangement of any kind or other agreement or arrangement having substantially the same effect of conferring security including any "holdback" or "flawed asset" arrangement,

**"Facility Agreement"** means the facilities agreement dated on or about the date of the Debenture (as amended, supplemented and/or varied from time to time) between, inter alia, Aviva Commercial Finance Limited as Lender and Security Trustee and the Borrower, relating to the Accommodation Project and any other loan agreement entered into from time to time between any Lender and the Borrower (as borrower),

**"Insurance Policy"** means any policy of insurance relating to the Accommodation Project or the Charged Property in which the Chargor may from time to time have an interest and all Related Rights,

**"Lender"** means

(a) Aviva Commercial Finance Limited, the Security Trustee and Aviva plc,

(b) any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company, and

(c) any company which would, but for the fact its shares are mortgaged to a third party, be a Lender,

but excluding any company which would only be a Lender solely because another Lender has security over the shares in that company,

**"Monetary Claims"** means any book and other debts and monetary claims owing at the date of the Debenture or in the future to the Chargor relating to the Accommodation Project and the benefit of all negotiable instruments, security and guarantees of any kind and any proceeds thereof (including any claims or sums of money deriving from or in relation to the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor or the Chargor's right at the date of the Debenture or thereafter to recover any VAT on any supplies made to it and any sums so recovered),

**"Mortgage"** means a mortgage or charge in respect of the Real Property in accordance with Clause 6 (Further Assurance) of the Debenture substantially in the form of schedule 2 (Form of Legal Mortgage) to the Debenture,

**"New Lender"** has the meaning given in the Facility Agreement,

**"Obligor"** means each of the Chargor and the Borrower,

**"Original Lender"** means Aviva Commercial Finance Limited as lender,

**"Project Agreement"** has the meaning given in the Facility Agreement,

**"Real Property"** means

(a) any freehold, leasehold or immovable property, and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time, situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

**"Receiver"** means a receiver or receiver and manager or an administrative receiver of the whole or any part of the Charged Property,

**"Related Rights"** means, in relation to any asset,

(a) the proceeds of sale of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and

(d) any monies and proceeds paid or payable in respect of that asset,

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

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

**"Senior Finance Party"** means the Security Trustee, the Original Lender, and New Lender and any Receiver or Delegate,

**"Shares"** means all shares held by the Chargor from time to time, and

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels on the Real Property and includes all Related Rights



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

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

**COMPANY NO. 8037507  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED  
7 AUGUST 2012 AND CREATED BY ULIVING@ESSEX HOLDCO  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY OR ANY OBLIGOR TO ANY SENIOR  
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 14 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 AUGUST 2012

P



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES