

MG01

Particulars of a mortgage or charge

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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-
particulars of a charge for a S
company To do this, please u
form MG01s

TUESDAY



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A03

14/08/2012

#156

COMPANIES HOUSE

1

Company details

Company number 0 8 0 3 8 0 9 0

Company name in full ULIVING@ESSEX LIMITED (the "Chargor")

16 For official use

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 d7 m0 m8 y2 y0 y1 y2

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

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 Mortgage 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 on page 2 shall have the meaning given to them in the continuation
sheet to this form MG01

Continuation page

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

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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 (as 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 above and not otherwise defined on this page or on page 2 shall have the meaning given to them in the continuation sheet to this form MG01

Security

The Chargor by the Mortgage charged with full title guarantee in favour of the Security Trustee with the payment and discharge of the Secured Obligations, by way of legal mortgage the Mortgaged Property

Negative Pledge and Disposals

The Mortgage is supplemental to a first ranking debenture dated on or around the date of the Mortgage, which creates fixed and floating security over the Assets of the Chargor in favour of the Security Trustee (the "**Debenture**") The Debenture contains the following negative pledge at clause 7

"1 Negative Pledge

The Chargor undertakes that it shall not (and shall not agree to), at any time during the subsistence of the Debenture or any Mortgage (as defined in the Debenture), 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)

2 No Disposal of Interests

The Chargor undertakes 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 clause 7 of the Debenture

[Please see continuation sheet]

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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

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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 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 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

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p> <u>Company Name</u> Uliving@Essex Limited <u>Company Number</u> 08038090 <u>CONTINUATION SHEET</u> </p> <p> 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> 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> 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> 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> <p> <u>Definitions</u> </p> <p> "Account" shall have the meaning ascribed to that term in the Debenture, </p> <p> "Assets" means in relation to an Obligor, all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital wherever situated, </p> <p> "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 the Mortgage, </p> <p> "Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture or the Mortgage or by law, </p> <p> "Delegate" means any delegate, agent, attorney or co trustee appointed by the Security Trustee, </p> <p> "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, </p> <p> "Facility Agreement" means the facilities agreement dated 7 August 2012 (as amended, supplemented and/or varied from time to time) between, inter alia, Aviva Commercial Finance Limited as Lender and Security Trustee and the Chargor, relating to the Accommodation Project (as defined in the Facility Agreement) and any other loan agreement entered into from time to time between any Lender and the Chargor (as borrower), </p> <p> "Holdco" means Uliving@Essex Holdco Limited (company number 08037507), a company incorporated in England with its registered office at Boundary House, 91-93 Charterhouse Street, London EC1M 6HR, </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

"Lender" means Aviva Commercial Finance Limited,

"Mortgaged Property" means

- (a) all those premises known as Block M5 forming part of the land at University of Essex Knowledge Gateway, Elmstead Road, Colchester shown edged red on the plan attached at schedule 1 of the Mortgage, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights

"New Lender" shall have the meaning ascribed to that term in the Facility Agreement,

"Obligor" means each of the Chargor and Holdco,

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver (as the Security Trustee may specify at any time in any relevant appointment) of the whole or any part of the Charged Property, and will include any appointee made under a joint and/or several appointments,

"Related Rights" means, in relation to the Mortgaged Property

- (a) the proceeds of sale of any part of the Mortgaged Property,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of the Mortgaged Property,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Mortgaged Property, and
- (d) any money and proceeds paid or payable in respect of the Mortgaged Property

"Senior Finance Documents" shall have the meaning ascribed to that term in the Facility Agreement, and

"Senior Finance Parties" means the Security Trustee, the Lender, any New Lender and any Receiver or Delegate



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8038090
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 7 AUGUST
2012 AND CREATED BY ULIVING@ESSEX 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

[Handwritten signature]



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES