

MR01

Particulars of a charge

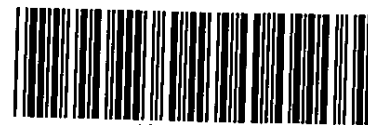
13019052
IRIS Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08



A12 18/07/2013 #47
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 8 0 3 8 0 9 0

Company name in full ULIVING@ESSEX LIMITED

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 Charge creation date

Charge creation date d0 d8 m0 m7 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Aviva Commercial Finance Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

All those premises known as Block Q2 forming part of the Quays Student Residences, Hythe Riverside Park, Colchester.

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Muller Reuel

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Peter Collins

Company name Mills & Reeve LLP

Address Botanic House

100 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 222453



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 8038090

Charge code: 0803 8090 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th July 2013 and created by ULIVING@ESSEX LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2013

JS

Given at Companies House, Cardiff on 22nd July 2013



DATED 8 July 2013

ULIVING@ESSEX LIMITED (1)
(as Chargor)

and

AVIVA COMMERCIAL FINANCE (2)
LIMITED
(as Security Trustee)

MORTGAGE

**in relation to Block Q2, Quays Student
Residences, Hythe Riverside Park,
Colchester**

We/I certify that this is a true and complete copy of the original document	
<i>Mills & Reeve LLP</i>	
For Mills & Reeve LLP, Solicitors	
Ref <i>cpc</i>	Botanic House
Date <i>17/07/2013</i>	100 Hills Road
	Cambridge
	CB2 1PH

THIS DEED is dated

8 July

2013

BETWEEN:

- (1) **ULIVING@ESSEX LIMITED** (company registration number 8038090) whose registered office is at Boundary House, 91-93 Charterhouse Street, London, EC1M 6HR (the "**Chargor**"), and
- (2) **AVIVA COMMERCIAL FINANCE LIMITED** (the "**Security Trustee**")

BACKGROUND:

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. **Definitions**

In this Deed

"**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 and any other loan agreement entered into from time to time between any Lender and the Chargor (as borrower),

"**Lender**" means Aviva Commercial Finance Limited

"**Mortgaged Property**" means

- (a) the property specified in the Schedule (Details of Mortgaged Property), 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

"**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 moneys and proceeds paid or payable in respect of the Mortgaged Property

2. Interpretation

In this Deed

- 2 1 1 any reference to the "**Senior Finance Parties**" or the "**Security Trustee**" or the "**Lender**" or the "**Chargor**" shall be construed so as to include its and any subsequent successors and any transferees in accordance with their respective interests,
- 2 1 2 references in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed, and
- 2 1 3 terms defined in the Senior Finance Documents (as defined in the Facility Agreement) shall, unless otherwise defined herein, bear the same meaning herein

3. Fixed Security

- 3 1 The Chargor hereby charges 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

4. Application to H.M. Chief Land Registrar

- 4 1 The Chargor hereby consents to an application being made to H M Chief Land Registrar to enter the following restriction in the Proprietorship register of any property which is or is required to be registered forming part of the Mortgaged Property

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the

proprietor for the time being of the charge dated 8 July 2013 in favour of Aviva Commercial Finance Limited referred to in the charges register "

5. Further Advances

- 5 1 The Lender is under an obligation to make further Loans to the Chargor and that obligation will be deemed to be incorporated into this Deed as if set out in this Deed
- 5 2 The Chargor hereby consents to an application being made to H M Chief Land Registrar to enter the obligation to make further Loans on the charges register of any registered land forming part of the Mortgaged Property

6. Release of Security

6 1 Redemption of Security

Upon the Secured Obligations being discharged in full and the Security Trustee having no further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, the Security Trustee shall, at the request and cost of the Chargor, release and cancel the security constituted by this Deed subject to Clause 6 2 (Avoidance of Payments) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees

6 2 Avoidance of Payments

If the Security Trustee considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid

7. Third Party Rights

- 7 1 A person who is not a party to this Deed shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Deed

8. Governing Law and Jurisdiction

- 8 1 This Deed and any dispute or claim arising out of it or in connection with it, or its subject matter, existence, negotiation, validity, termination or enforceability (including

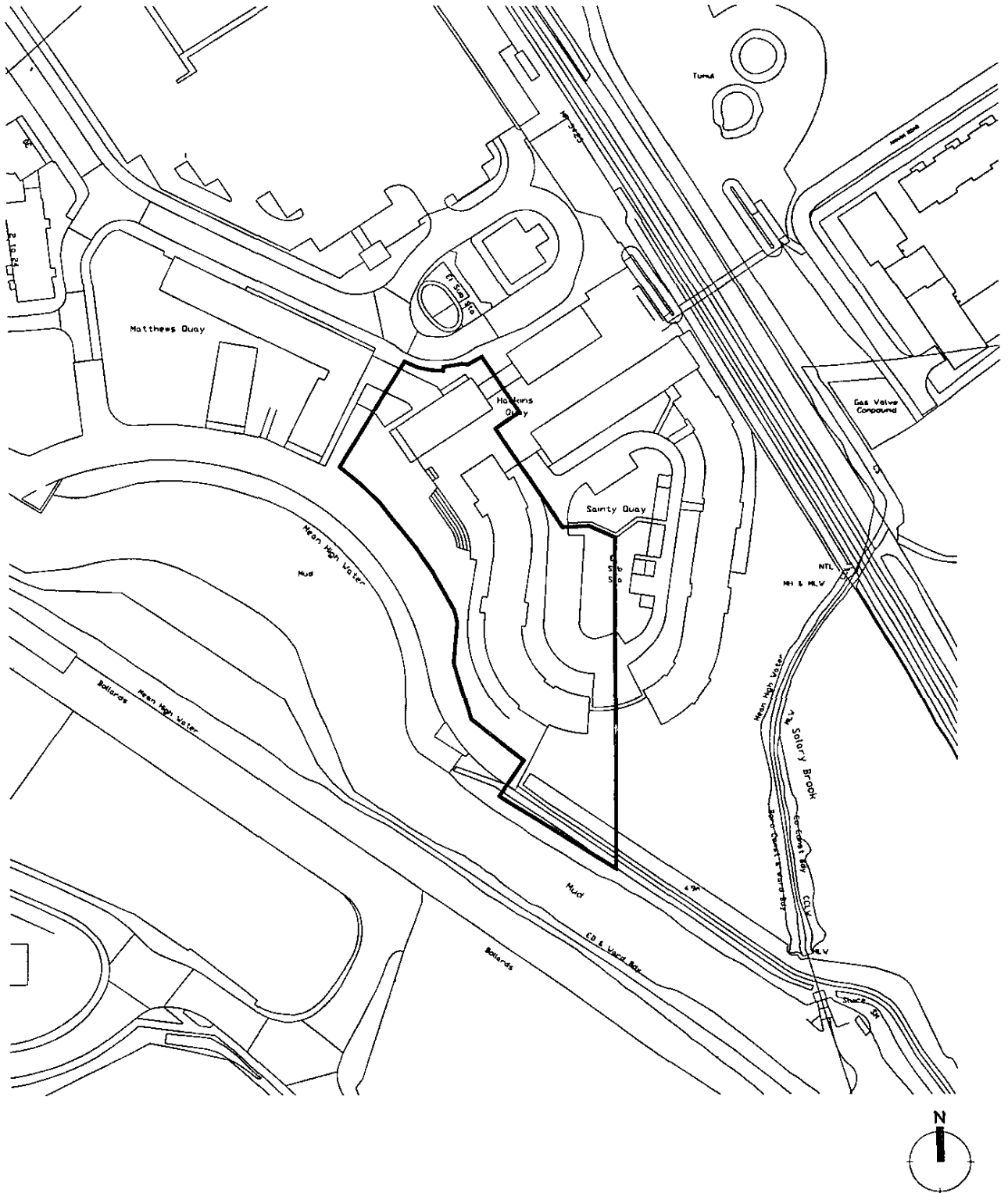
any non-contractual disputes or claims) shall be governed by and construed in accordance with English law

- 8.2 The Chargor irrevocably agrees for the benefit of the Security Trustee and Lender that the High Court of Justice in England (the "**Court**") shall have exclusive jurisdiction (subject as provided below) to settle any claim, dispute or difference arising out of or in connection with this Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including a non-contractual claim dispute or difference)
- 8.3 The Chargor irrevocably waives any right it may have to object to an action being brought in the Court, to claim that the action has been brought in an inconvenient forum or to claim that the Court does not have jurisdiction
- 8.4 Such aforesaid submission to the jurisdiction of the Court shall not (and shall not be construed so as to) limit the right of the Security Trustee to bring legal proceedings in any other court of competent jurisdiction (including, without limitation, the courts having jurisdiction by reason of the Chargor's place of incorporation or residence) Legal proceedings by the Security Trustee in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether by way of substantive action, ancillary relief, enforcement or otherwise

9. Counterparts

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed Any party may enter into this Deed by signing any such counterpart

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed



Handwritten signatures and initials.

UNIVERSITY OF ESSEX		<table border="1"> <tr> <th>NAME</th> <th>SIGNATURE</th> <th>DATE</th> </tr> <tr> <td>Designed</td> <td>-</td> <td>-</td> </tr> <tr> <td>Drawn By</td> <td>-</td> <td>-</td> </tr> <tr> <td>Checked</td> <td>-</td> <td>-</td> </tr> <tr> <td>Approved</td> <td>-</td> <td>-</td> </tr> </table>		NAME	SIGNATURE	DATE	Designed	-	-	Drawn By	-	-	Checked	-	-	Approved	-	-
NAME	SIGNATURE	DATE																
Designed	-	-																
Drawn By	-	-																
Checked	-	-																
Approved	-	-																
THE MEADOWS STUDENT ACCOMMODATION PROJECT <small>WYCHAMERE PARK</small>		<table border="1"> <tr> <td> SCALE @ FORMAT 1:1250 @ A3 </td> <td> FILE NAME - </td> </tr> <tr> <td> ISSUE DATE 20.06.2013 </td> <td> PROPOSED STATUS - </td> </tr> </table>		SCALE @ FORMAT 1:1250 @ A3	FILE NAME -	ISSUE DATE 20.06.2013	PROPOSED STATUS -											
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AREA	LEVEL	TRADE	PL/USITE	ISSUER	TYPE	SEQUENCE No.	REV											
			UOE	LHI	GA	401612	E											

Schedule

Details of Mortgaged Property

Description of Property

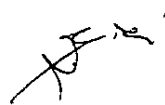
All those premises known as Block Q2 forming part of the Quays Student Residences, Hythe Riverside Park, Colchester shown edged red on the plan annexed to this schedule

The Chargor

EXECUTED as a DEED by)
ULIVING@ESSEX LIMITED acting by a)
director and its secretary or by two directors)
)
)



Director



Director/~~Secretary~~

The Security Trustee

Executed as a deed)
(but not delivered until the date hereof) by)
AVIVA COMMERCIAL FINANCE LIMITED)
acting by its attorney)

.....
Attorney

in the presence of

Signature of witness -

Name of witness -

Address of witness - Sentinel House
 37 Surrey Street
 Norwich
 NR1 3UY

Occupation of witness - Administrative assistant

Dated 10th May 2013

Power of Attorney

by

BDW Trading Limited

We hereby certify that this is a
true and correct copy of the original

Dated 16 July 2013

Squire Sanders (UK) LLP
SQUIRE SANDERS (UK) LLP
2 PARK LANE
LEEDS
LS3 1ES

BY THIS POWER OF ATTORNEY made the 10th day of May two thousand and thirteen **BDW TRADING LIMITED** (Company Registration Number 03018173) a Company registered in the United Kingdom having its registered office at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF ("the Company") **HEREBY APPOINTS** the persons whose names and addresses are set out in the Schedule hereto ("the Attorneys") jointly or severally to be the true and lawful Attorneys of the Company to act in the name of and on behalf of the Company and so that any two of the Attorneys, or any one Attorney acting with any director for the time being of the Company, may do or execute all or any of the documents acts and things hereinafter mentioned on behalf of the Company that is to say:

1. TO EXECUTE sign seal and deliver all agreements deeds transfers contracts receipts legal charges acknowledgements notices instruments documents and letters necessary for the purchase and development and sale of the site at Grey Towers Farm Nunthorpe

2. DURATION

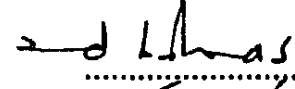
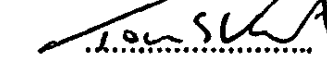
This Power of Attorney is valid for a period of 12 months commencing from the date which first appears above.

AND IT IS HEREBY DECLARED that the Company hereby agrees to ratify whatsoever the Attorneys shall lawfully do or cause to be done by virtue of this Power of Attorney.

IN WITNESS whereof BDW Trading Limited has executed and delivered this its Deed on the day and year first written.

Executed as a Deed by
BDW TRADING LIMITED

acting by
the signatories

}  Director
}  Director/
Secretary

THE SCHEDULE

**Michael Kenneth Roberts
7 Ladywell Court
Melsonby
North Yorkshire
DL10 5QN**

**Neil Andrew Milburn
9 The Close
Shotley Bridge
Co Durham
DH8 0DS**

**Colin Robert Mathieson
12 Woodlands
Darras Hall
Ponteland
Newcastle upon Tyne
NE20 9EU**

**Fenton Hewitt
Farmhouse
East Brunton Wynd
Gosforth
Newcastle upon Tyne
NE13 7BR**

**Scott David Lester
10 Winnpenny Close
Yarm-on-Tees
Cleveland
TS15 9XG**

**Barrie Scott Martin
23 Wolveleigh Terrace
Gosforth
Newcastle Upon Tyne
NE3 1UP**

REQUEST FOR SPECIFIC POWER OF ATTORNEY

(To be completed by Division and forwarded to Regional MD)

DIVISION:

- 1 **SITE NAME/ADDRESS** Grey Towers Farm, Nunthorpe
Per Contract
- 2 **TOTAL LAND VALUE** £16,500,000
- 3 **DEFERRED ELEMENT (if any)** £3,250,000
- 4 **PAYABLE :** £3,250,000 – July 13
£3,250,000 – July 14
- 5 **LAND SALE RECEIPT** £3,885,941
- 6 **GROUP GUARANTEE REQUESTED**
Date Draft Guarantee to be sent to
Group Office for approval
- 7 **BANK BOND REQUIRED** Not required
Date written request to be sent to
Group Office Not applicable
- 8 **VIABILITY FRONT SHEET** Dated: 16.04.13
(attached)

Managed by: MDA Director/ Finance Manager:

Date: 7/5/13

To be completed by Regional MD and forwarded to Group Finance Director

- 9 **POWER OF ATTORNEY**
- a) To be released to division ☒
- b) To be released to division but held to
Regional MD's order ☒

- 10 **DATE PURCHASE AGREED WITH
GROUP BOARD EXECUTIVE DIRECTOR** _____

Regional MD: J B 2

Date: 8/5/13

