

MG01

Particulars of a mortgage or charge

227115/E39



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

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COMPANIES HOUSE

**1 Company details**

Company number 0 7 9 3 3 8 3 8

Company name in full The University of Law Limited  
(the "Charging Company")

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 d2 d1 m0 m2 y2 y0 y1 y3

**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 Deed of accession and charge dated 21 February 2013 made between the Charging  
Company and two others and L-J Midco Limited (as Parent) in favour of The Governor and  
Company of the Bank of Ireland (in its capacity as Security Agent for the Beneficiaries (as  
defined in the Continuation Pages to Section 6 of this Form MG01)) (the "Accession Deed")  
to a Debenture (as defined in the Continuation Pages to Section 6 of this Form MG01)

**4 Amount secured**

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

Amount secured The Secured Sums (as defined in the Continuation Pages to  
Section 6 of this Form MG01)

Reference to any Finance Document (as defined in the  
Continuation Pages to Section 6 of this Form MG01) includes  
reference to such Finance Document as varied in any manner  
from time to time, even if changes are made to the composition  
of the parties to such document or to the nature or amount of any  
facilities made available under such document

**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 The Governor and Company of the Bank of Ireland

Address (in its capacity as Security Agent for the Beneficiaries)

2 Burlington Plaza, Burlington Road, Dublin 4, Ireland

Postcode

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

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Accession Deed unless otherwise specified. References in this Form MG01 to the Accession Deed or to any other document (including any Finance Document) include reference to the Accession Deed, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Accession Deed and which must be read as part of those charges.

**Particulars of property mortgaged or charged****1. ASSIGNMENTS**

The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned absolutely to the Security Agent

- (a) the benefit of all of its Acquisition Agreement Claims,
- (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,
- (c) all its rights, title and interest from time to time in respect of the Hedging Agreements, and
- (d) all its rights, title and interest from time to time in respect of the Hive-Down Agreement

**\*\*\* PLEASE SEE ATTACHED CONTINUATION PAGES \*\*\***

# 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

Continuation Page 1

#### 2. FIXED SECURITY

The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent

- (a) by way of legal mortgage, all Land in England and Wales vested in it at the Accession Date and registered at the Land Registry or which would be subject to first registration at the Land Registry upon the execution and delivery of the Accession Deed, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*) (as reproduced at the end of the Continuation Pages to Section 6 of this Form MG01),
- (b) except for any Excluded Asset, by way of legal mortgage, all other Land in England and Wales vested in it at the Accession Date and not registered at the Land Registry,
- (c) by way of fixed charge
  - (i) except for any Excluded Asset, all other Land which is at the Accession Date, or in the future becomes, its property,
  - (ii) except for any Excluded Asset, all interests and rights in or relating to Land or the proceeds of sale of Land at the Accession Date or in the future belonging to it,
  - (iii) except for any Excluded Asset, all plant and machinery at the Accession Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 4 (*Fixed Security*) (as described above),
  - (iv) except for any Excluded Asset, all rental and other income and all debts and claims at the Accession Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
  - (v) with effect from the relevant Consent Date, all Land which by virtue of obtaining third party consent pursuant to Clause 6 1 (*Third party consent*) has ceased to fall within the definition of Excluded Assets,
  - (vi) all Specified Investments which are at the Accession Date its property, including all proceeds of sale derived from them,
  - (vii) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
  - (viii) all Derivative Rights of a capital nature at the Accession Date or in the future accruing or offered in respect of its Specified Investments,
  - (ix) all Derivative Rights of an income nature at the Accession Date or in the future accruing or offered at any time in respect of its Specified Investments,

# 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

**Continuation Page 2**

- (x) all insurance or assurance contracts or policies at the Accession Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Accession Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Accession Deed,
- (xi) all its goodwill and uncalled capital for the time being,
- (xii) all Specified Intellectual Property belonging to it,
- (xiii) except for any Excluded Intellectual Property, all other Intellectual Property belonging to it at the Accession Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) except for any Excluded Intellectual Property, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xv) except for any Excluded Intellectual Property, the benefit of all agreements and licences at the Accession Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xvi) all its rights at the Accession Date or in the future in relation to its trade secrets, confidential information and knowhow in any part of the world,
- (xvii) with effect from the relevant Intellectual Property Consent Date, all Intellectual Property which by virtue of obtaining third party consent pursuant to Clause 7 1 (*Intellectual Property consent*) has ceased to fall within the definition of Excluded Intellectual Property,
- (xviii) with effect from the relevant Intellectual Property Consent Date, the benefit of all agreements and licences at the Accession Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world which by virtue of obtaining third party consent pursuant to Clause 7 1 (*Intellectual Property consent*) has ceased to be Excluded Intellectual Property,
- (xix) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xii) to (xviii) inclusive of Clause 4 (*Fixed Security*),
- (xx) all trade debts at the Accession Date or in the future owing to it,

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Continuation Page 3**

- (xxi) [\*\*\* Intentionally left blank \*\*\*],
- (xxii) all other debts at the Accession Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xxiii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*),
- (xxiv) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xxv) any beneficial interest, claim or entitlement it has to any pension fund at the Accession Date or in the future,
- (xxvi) all rights, money or property accruing or payable to it at the Accession Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions,
- (xxvii) all moneys at any time standing to the credit of any holding account and/or mandatory prepayment account, and
- (xxviii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

**3. CREATION OF FLOATING CHARGE**

The Charging Company, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets (other than any Excluded Floating Charge Assets), except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Debenture, and
- (b) all its Assets (other than any Excluded Floating Charge Assets), in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, the floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Debenture with respect to any such Floating

# 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

Continuation Page 4

Charge Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset except in each case to the extent that such action is not prohibited by the Facilities Agreement

#### Covenants and Restrictions contained in the Debenture

- 1 By acceding to Clause 6 2 (*No derogation*) of the Debenture, the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business or unless such action is not prohibited by the Facilities Agreement
- 3 By acceding to Clause 7 (*Negative Pledge and other restrictions*) of the Debenture, the Charging Company agreed that it would not, without the prior written consent of the Security Agent (except as not prohibited by the Facilities Agreement)
  - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
  - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
- 4 By acceding to Clause 11 2 (*Negative covenants*) of the Debenture, the Charging Company agreed that it would not without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed)
  - (a) **No building:** save in the ordinary course of business, carry out any building work on its Land, or make any structural alteration to any building on its Land, or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect (i) the value of such Land and (ii) the interests of the Beneficiaries,
  - (b) **No onerous obligations** enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Debenture over it,
  - (c) **Possession:** part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) except as expressly permitted by the terms of the Finance Documents, or

**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

**Continuation Page 5**

(d) **No sharing:** share the occupation of any Land with any other person or agree to do so to the extent that to do so would materially adversely affect (i) the value of such Land and (ii) the interests of the Beneficiaries

5 By acceding to Clause 13.4 (*Negative covenant*) of the Debenture, the Charging Company covenanted with the Security Agent that it would not, without the prior written consent of the Security Agent consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied

**Definitions**

**"Accession Date"** means 21 February 2013

**"Acquisition"** means the acquisition by the Company of the Target on the terms of the Acquisition Documents

**"Acquisition Agreement"** means the sale and purchase agreement dated 6 April 2012 relating to the sale and purchase of the Target and made between, among others, the Company and the Vendor (as amended prior to the Closing Date)

**"Acquisition Agreement Claims"** means all the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreement with and security to be provided in favour of the Charging Company, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to the Acquisition Agreement or the disclosure letter issued in connection with the Acquisition Agreement

**"Acquisition Documents"** means the Acquisition Agreement, the Hive-Down Agreement, any disclosure letter relating to the Acquisition Agreement and any other document designated as such by the Agent and the Company

**"Additional Borrower"** means a company which becomes an Additional Borrower in accordance with Clause 32 (*Changes to the Obligors*) of the Facilities Agreement

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with Clause 32 (*Changes to the Obligors*) of the Facilities Agreement

**"Agent"** means The Governor and Company of the Bank of Ireland

**"Affiliate"** means, in relation to any person, a Subsidiary of that person, a Holding Company of that person or any other Subsidiary of that Holding Company. Notwithstanding the foregoing, in relation to The Royal Bank of Scotland plc, the term "Affiliate" shall not include (i) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (ii) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial

# 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

Continuation Page 6

Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its subsidiaries or subsidiary undertakings

**"Ancillary Document"** means each document relating to or evidencing the terms of an Ancillary Facility

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Facilities Agreement

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Facilities Agreement

**"Assets"** means in relation to the Charging Company, all its undertaking, property, assets and revenues and rights of every description, or any part of them

**"Beneficiary"** means each Senior Finance Party and each Hedge Counterparty

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 32 (*Changes to the Obligors*) of the Facilities Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 9.9 (*Affiliates of Borrowers*) of the Facilities Agreement

**"Chargor"** means the Company, the Parent and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor, including the Charging Company

**"Closing Date"** means the date of the first Utilisation of the Facilities which in any case shall not be later than 30 days after the date of the Facilities Agreement

**"Collection Account"** means in relation to the Charging Company, an account that complies with the requirements of Clause 28.34 (*Group bank accounts*) of the Facilities Agreement

**"Company"** means L-J Bidco Limited, a limited liability company incorporated in England and Wales with the company registration number 07942057

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) to the Facilities Agreement

**"Consent Date"** means in relation to any Excluded Assets and/or Excluded Floating Charge Assets, the date on which the Charging Company obtains consent from the relevant third party in accordance with Clause 6.1 (*Third party consent*)

**"Deed of Accession and Charge"** means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*) to the Debenture

**"Derivative Rights"** includes



# 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

Continuation Page 7

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments

**"Debenture"** means the debenture dated 29 January 2013 made between the Parent and certain of its subsidiaries as Chargors in favour of the Security Agent (in its capacity as Security Agent for the Beneficiaries) and references to the Debenture will include with effect from the date on which it comes into force) each Deed of Accession and Charge executed pursuant to it

**"Excluded Asset"** means in relation to a charge envisaged by paragraphs (b), (c)(i), (ii), (iii) or (iv) of Clause 4 (*Fixed Security*), any Asset vested in, owned by or which is the property of the Charging Company or in which the Charging Company has an interest (and all interests or rights in or relating to such Asset) in relation to which, in each case, a third party consent is required for the creation of the relevant charge and which has not yet been obtained in accordance with Clause 6 (*Third Party Consent*)

**"Excluded Floating Charge Asset"** means in relation to a charge envisaged by Clause 5 (*Creation of floating charge*), any Asset vested in, owned by or which is the property of the Charging Company or in which the Charging Company has an interest (and all interests or rights in or relating to such Asset), in relation to which, in each case, a third party consent is required for the creation of such charge and which has not yet been obtained in accordance with Clause 6 (*Third Party Consent*)

**"Excluded Intellectual Property"** means any Intellectual Property owned or licensed to the Charging Company which, in each case, the Charging Company is prohibited from charging or for which third party consent is required and has not yet been obtained in accordance with Clause 7 1 (*Intellectual Property consent*)

**"Facilities"** has the meaning given to it in the Facilities Agreement

**"Facilities Agreement"** means the facilities agreement dated 24 January 2013 between the Parent, the Company, the companies listed as Original Borrowers, the companies listed as Original Guarantors, Babson Capital Global Advisors Limited, Macquarie Bank Limited, London Branch, The Governor and Company of the Bank of Ireland and The Royal Bank of Scotland plc (acting as agent for National Westminster Bank plc) as Arrangers, the financial institutions listed therein as Original Lenders, The Governor and Company of the Bank of Ireland as Agent and The Governor and Company of the Bank of Ireland as Security Agent (each term as defined therein)

**"Fee Letter"** means

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Continuation Page 8**

- (a) any letter or letters dated on or about the date of the Facilities Agreement between the Arrangers and the Company or the Agent and the Company or the Security Agent and the Company) setting out any of the fees referred to in Clause 18 (*Fees*) of the Facilities Agreement, and
- (b) any agreement setting out fees payable to a Finance Party referred to in paragraph (e) of Clause 2.2 (*Increase*), Clause 18.5 (*Fees payable in respect Letters of Credit*) or Clause 18.6 (*Interest, commission and fees on Ancillary Facilities*) of the Facilities Agreement or under any other Finance Document

**"Finance Document"** means each Finance Document as defined in the Facilities Agreement (being the Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, the Reports Proceeds Side Letter, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Company) and which, for the purposes of the Debenture, includes each Hedging Agreement

**"Fixed Security Assets"** means an Asset for the time being comprised within an assignment created by Clause 3 (*Assignments*) or within a mortgage or fixed charge created by Clause 4 (*Fixed Security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) of the Debenture or otherwise

**"Floating Charge Asset"** means an Asset for the time being comprised within the floating charge created by Clause 5 (*Creation of Floating Charge*) but in relation to Assets situated in Scotland and charged by paragraph (b) of clause 5.1 only in so far as concerns the floating charge over that Asset

**"Group"** means the Parent and its Subsidiaries from time to time

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 32 (*Changes to the Obligors*) of the Facilities Agreement

**"Hedging Agreement"** means any master agreement, confirmation, Schedule or other agreement entered into or to be entered into by the Company and any other Borrower and a Hedge Counterparty for the purpose of hedging liabilities and/or risks in relation to the Term Facilities and to the extent Loans are outstanding under the Uncommitted Acquisition Facility, the Uncommitted Acquisition Facility

**"Hedge Counterparty"** means any person which has become a Party as Hedge Counterparty in accordance with Clause 30.8 (*Accession of Hedge Counterparties*) of the Facilities Agreement and which is or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

**"Hive-Down Agreement"** means the Hive-Down Agreement dated 6 April 2012 entered into in connection with the Acquisition and as amended pursuant to an amendment agreement dated 2 October 2012

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

Continuation Page 9

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

**"Insurance Policy"** means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor (or to the extent of its interest) in which any Chargor has an interest at any time but excluding any liability insurance and any directors' and officers' insurance

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

**"Intellectual Property Consent Date"** means in relation to any Excluded Intellectual Property, the date on which the relevant Chargor obtains consent from the relevant third party in accordance with Clause 7.1 (Intellectual Property consent) to the creation of a fixed charge under sub-paragraph 4(c)(xvii) or 4(c)(xviii) of Clause 4 (Fixed security) (as applicable)

**"Investments"** means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

**"Intercreditor Agreement"** means the intercreditor agreement dated 29 January 2013 and made between, among others, the Company, the Parent, The Governor and Company of the Bank of Ireland (as Security Agent), The Governor and Company of the Bank of Ireland (as Agent), the Lenders (as Senior Lenders), the Arrangers and the Intra-Group Lenders (each as defined in the Intercreditor Agreement) (each term as defined therein)

**"Land"** means freehold and leasehold, any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land including trade and tenant's fixtures)

**"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 2.2 (*Increase*) of the Facilities Agreement or Clause 3.0 (*Changes to the Lenders*) of the Facilities Agreement, which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement

**"Loan"** means a Term Loan or a Revolving Facility Loan

# 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

Continuation Page 10

**"Montagu"** means Montagu Private Equity LLP

**"Obligor"** means a Borrower or Guarantor

**"Original Borrower"** means the entity listed in Part I(A) of Schedule 1 (*The Original parties*) to the Facilities Agreement as original borrower

**"Original Guarantor"** means the entities listed in Part I(A) of Schedule 1 (*The Original parties*) to the Facilities Agreement as original guarantors

**"Original Lender"** means the financial institutions listed in Part II of Schedule 1 (*The Original parties*) to the Facilities Agreement as lenders

**"Parent"** means L-J Midco Limited, a limited liability company incorporated in England and Wales with the company registration number 07943515

**"Party"** means a party to the Facilities Agreement

**"Report Proceeds Side Letter"** means the letter dated on or about the date of the Facilities Agreement and entered into between, amongst others, the Sponsor and the Parent

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Facilities Agreement

**"Revolving Facility Loan"** means a loan made or to be made under the Revolving Facility (as defined in the Facilities Agreement) or the principal amount outstanding for the time being of that loan

**"Receivables"** in relation to the Charging Company, means all sums of money received by it at any time consisting of or payable under or derived from any Asset described in Clause 4 (*Fixed Security*)

**"Secured Sums"** means all present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

**"Security"** means a mortgage, charge, pledge, lien or other security interest having a similar effect

# 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

Continuation Page 11

**"Security Agent"** means The Governor and Company of the Bank of Ireland

**"Selection Notice"** means a notice substantially in the form set out in Part III of Schedule 3 (*Requests and Notices*) to the Facilities Agreement given in accordance with Clause 16 (*Interests Periods*) of the Facilities Agreement in relation to a Term Facility

**"Senior Finance Party"** means the Agent, the Security Agent, the Arrangers, the Lenders the Issuing Bank and any Ancillary Lender (each as defined in the Facilities Agreement)

**"Specified Intellectual Property"** means the Intellectual Property as listed in Schedule 3 (*Specified Intellectual Property*) (as reproduced at the end of the Continuation Pages to Section 6 of this Form MG01)

**"Specified Investments"** means, in relation to a Chargor, all Investments which at any time

- (a) represent a holding in a Subsidiary of such Chargor,
- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee

**"Sponsor"** means funds or limited partners directly or indirectly managed or advised by Montagu

**"Subsidiary"** means in relation to any company

**"Target"** means COL Newco Limited, a company incorporated in England and Wales with the company registration number 07933806

**"Transaction Security Documents"** means each of the documents listed as being a Transaction Security Document in Part I of Schedule 2 (Conditions Precedent) to the Facilities Agreement, each of the documents listed as being Transaction Security Documents in Clause 28 33 (Conditions subsequent) of the Facilities Agreement and any other document entered into by any Obligor creating or expressed to create any Security over all or part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

**"Term Facility"** means Facility A, Facility B or the Acquisition/Capex Facility Loan (each as defined in the Facilities Agreement)

**"Term Loan"** means a Facility A Loan, a Facility B Loan or an Acquisition/Capex Facility Loan (each as defined in the Facilities Agreement)

**"Uncommitted Acquisition Facility"** means the uncommitted term loan facilities that may be made available under the Facilities Agreement as described in paragraph (d) of Clause 2 1 (*The Facilities*) of the Facilities Agreement

**"Utilisation"** has the meaning given to it in the Facilities Agreement

# 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

Continuation Page 12

**"Utilisation Request"** means a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests and Notices*) to the Facilities Agreement

**"Vendor"** means the College of Law and the trustees of The Legal Education Trust

### Schedule 2 to the Accession Deed (Registered Land to be Mortgaged)

| Name of New<br>Chargor/Registered<br>Proprietor | Description<br>of Property  | Title Numbers |
|---|---|---------------|
| The University of Law<br>Limited                | Barratt House, Chestnut<br>Avenue, Guildford (GU 4YH)                 | SY494009      |
| The University of Law<br>Limited                | Braboeuf Manor,<br>Portsmouth Road, Guildford,<br>Surrey (GU3 1HA)    | SY267534      |
| The University of Law<br>Limited                | Land and buildings to the<br>West Side of Bishopthorpe<br>Road, York  | NYK54345      |
| The University of Law<br>Limited                | Christleton Hall, Pepper<br>Street, Christleton, Chester<br>(CH3 7AB) | CH511127      |
| The University of Law<br>Limited                | 14 Store Street, London<br>(WC1E 7DE)                                 | NGL14813      |
| The University of Law<br>Limited                | 13 Ridgmount Street,<br>London (WC1E 7AH)                             | 433346        |
| The University of Law<br>Limited                | 15-17 Ridgmount, Street<br>London (WC1E 7AH)                          | 433345        |
| The University of Law<br>Limited                | 17 Ridgmount Street,<br>London (WC1E 7AH)                             | 433344        |
| The University of Law<br>Limited                | 11 Ridgmount Street and 2<br>Ridgmount Place, London<br>(WC1E 7AH)    | 169884        |
| The University of Law<br>Limited                | 18 Chenies Street and 23<br>Ridgmount Street, London<br>(WC1E 7AH)    | 433382        |
| The University of Law<br>Limited                | 133 Great Hampton Street,<br>Birmingham (B18 6AQ)                     | WM316656      |
| The University of Law<br>Limited                | Gavrelle House, 2-14 Bunhill<br>Row, London (EC1Y 8HQ)                | NGL670715     |

# 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

Continuation Page 13

#### Schedule 3 to the Accession Deed (Specified Intellectual Property)

| Mark  | Registration/<br>Application<br>Number | Proprietor                       | Classes  | Territory |
|---|--|----------------------------------|--|-----------|
| "The College of<br>Law of England<br>and Wales"     | 2196090                                | The University of<br>Law Limited | 16 and 41 with a<br>renewal date of<br>29 April 2019 | UK        |
| "The College of<br>Law Media"                       | 2589382                                | The University of<br>Law Limited | 9, 16 and 41   | UK        |
| "Future Lawyers<br>Network"                         | 2589383                                | The University of<br>Law Limited | 9, 16 and 41   | UK        |
| "The College of<br>Law believing in<br>your future" | 2589045                                | The University of<br>Law Limited | 9, 16 and 41   | 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

Not applicable

### 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 *Hagen Locus International 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 F3/MJC/CMM

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



### 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)



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

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

**COMPANY NO. 7933838  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND  
CHARGE DATED 21 FEBRUARY 2013 AND CREATED BY THE  
UNIVERSITY OF LAW LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR  
ANY OF THE BENEFICIARIES 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 1 MARCH 2013

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MARCH 2013**



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**