

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



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

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://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

THURSDAY



A24 \*A3CCDZTK\* #4  
17/07/2014  
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. **Do not send the original**

### 1 Company details

Company number 0 7 9 3 3 8 3 8  
Company name in full The University of Law Limited (the "Company")

3 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 0 2 0 7 2 0 1 4

### 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 The Governor and Company of the Bank of Ireland  
(as Security Agent for the Beneficiaries)

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

# MR01

## Particulars of a charge

4

### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The Mortgaged Property (as defined in the Supplemental Legal Mortgage filed with this MR01) being the leasehold property known as 133 Great Hampton Street, Birmingham B18 6AQ pursuant to a lease made between Coal Pension Properties Limited and the Company on 2 July 2014 For more details please refer to the Supplemental Legal Mortgage

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

### Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

### Trustee statement <sup>1</sup>

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

☐

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

9

### Signature

Please sign the form here

Signature

Signature

X *Hogen Lovells International LLP.* X

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

**MR01**

Particulars of a 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. The contact information you give will be visible to searchers of the public record

Contact name **F3/MJC/BERGLUNB/TONGVICT**Company name  
**Hogan Lovells International LLP**Address **Atlantic House****50 Holborn Viaduct**Post town **London**

County/Region

Postcode 

E	C	1	A	2	F	G
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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 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](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)**



**FILE COPY**

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

Company number: 7933838

Charge code: 0793 3838 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd July 2014 and created by THE UNIVERSITY OF LAW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th July 2014.

DX

Given at Companies House, Cardiff on 24th July 2014



**Companies House**



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

EXECUTION VERSION

DATED

2 July

2014

THE UNIVERSITY OF LAW LIMITED  
(AS CHARGOR)

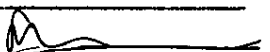
- and -

THE GOVERNOR AND COMPANY OF THE BANK OF  
IRELAND  
(AS SECURITY AGENT)

SUPPLEMENTAL LEGAL MORTGAGE

THIS DEED IS SUBJECT TO THE TERMS OF THE  
INTERCREDITOR AGREEMENT REFERRED TO IN THIS DEED

Save for material redacted pursuant to s859G of the  
Companies Act 2006, I certify that this is a true and  
complete copy of the composite original seen by me

Name   
Title Solicitor

Date 16/7/2014

Hogan Lovells International LLP (Ref FJ/shw)  
Atlantic House, Holborn Viaduct, London EC1A 2FG



Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG

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**EXECUTION VERSION**

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EXECUTION VERSION

THIS DEED is made on 2 July 2014

BETWEEN

- (1) THE UNIVERSITY OF LAW LIMITED as the Chargor, and
- (2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND as Security Agent

WHEREAS

- (A) This Deed is supplemental to the Debenture (as defined below) pursuant to which the Chargor charged, amongst other things, all its freehold and leasehold properties to the Security Agent to secure the payment of all monies and liabilities covenanted to be paid or discharged in the Debenture
- (B) The Chargor is entering into this Deed pursuant to Clause 9 (*Further assurance*) of the Debenture in order to perfect the fixed equitable charge over the Mortgaged Property (as defined below) granted under the Debenture into a legal charge over the Mortgaged Property to secure the moneys and liabilities covenanted to be paid or discharged by the Chargor in the Debenture

WITNESSES AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions** Unless the context otherwise requires, words or expressions defined in the Debenture shall have the same meaning in this Deed and this construction shall survive the termination of the Debenture. In addition, in this Deed

"Chargor" means The University of Law Limited, a limited liability company incorporated in England and Wales with the company registration number 07933838

"Debenture" means the debenture dated 29 January 2013 between L-J Midco Limited (a limited liability company incorporated in England and Wales with registered number 07943515) and L-J Bidco Limited (a limited liability company incorporated in England and Wales with registered number 07942057) as chargors and The Governor and Company of the Bank of Ireland as security agent and to which the Chargor acceded by virtue of a deed of accession and charge dated 21 February 2013

"Intercreditor Agreement" means the intercreditor agreement dated 29 January 2013 between, amongst others, L-J Finco Limited as original subordinated creditor, L-J Midco Limited as parent, L-J Bidco Limited as company, the parties named therein as Intra-Group Lenders, the parties named therein as Original Debtors, the parties named therein as Senior Lenders, Babson Capital Global Advisors Limited, The Governor and Company of the Bank of Ireland, Macquarie Bank Limited London Branch and the Royal Bank of Scotland plc (as agent for National Westminster Bank plc) as arrangers and The Governor and Company of the Bank of Ireland as agent and Security Agent

"Mortgaged Property" means the property described in the Schedule to this Deed

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the 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 Agent"** means The Governor and Company of the Bank of Ireland, acting as agent and security trustee for the Beneficiaries, including any successor appointed by the Beneficiaries pursuant to the Finance Documents

1 2 **Interpretation** Unless the context otherwise requires the interpretative provisions set out in the paragraphs below shall apply in this Deed

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees
- (b) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing"
- (c) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing
- (d) **"Property"** includes any interest (legal or equitable) in real or personal property and any thing in action
- (e) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly
- (f) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and **"written"** has a corresponding meaning
- (g) References to this Deed to any other document (including any Finance Document) include references to this Deed or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Deed or such other document or to the nature or amount of any facilities made available under such other document
- (h) The singular shall include the plural and vice versa and any gender shall include the other genders
- (i) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Deed
- (j) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances

- (k) Headings in this Deed are inserted for convenience and shall not affect its interpretation
- (l) A Default (as defined in the Facilities Agreement) (other than an Event of Default) is "**continuing**" for the purposes of the Finance Documents if it has not been remedied or waived. An Event of Default (other than in respect of an Event of Default under clause 29.1 (*Non-payment*) of the Facilities Agreement, paragraph (a) of clause 29.2 (*Financial covenants and other obligations*) of the Facilities Agreement, clause 29.7 (*Insolvency proceedings*) of the Facilities Agreement and clause 29.8 (*Creditors' process*) of the Facilities Agreement) is "**continuing**" if it has not been remedied or waived. An Event of Default in respect of an Event of Default under clause 26.1 (*Financial statements*) of the Facilities Agreement, clause 26.2 (*Provision and contents of Compliance Certificate*) of the Facilities Agreement, clause 29.1 (*Non-payment*) of the Facilities Agreement, paragraph (a) of clause 29.2 (*Financial covenants and other obligations*) of the Facilities Agreement, clause 29.7 (*Insolvency proceedings*) of the Facilities Agreement and clause 29.8 (*Creditors' process*) of the Facilities Agreement is "**continuing**" if it has not been waived.

1.3 **Designation** This Deed is a Finance Document

## 2 **COVENANT TO PAY**

2.1 **Covenant to pay** The Chargor repeats the covenant given by it in Clause 2 (*Covenant to pay*) of the Debenture that it will, on the Security Agent's demand, pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents

2.2 **Proviso** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law

## 2.3 **Demands**

- (a) The making of one demand shall not preclude the Security Agent from making any further demands
- (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed

## 3 **CHARGING CLAUSE**

The Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent by way of legal mortgage all of the Mortgaged Property together with all buildings, fixtures and fixed plant and machinery at any time thereon

## 4 **INCORPORATION OF PROVISIONS**

All of the covenants, provisions and powers contained in or subsisting under the Debenture shall be applicable for securing all of the moneys and liabilities hereby secured and for defining and enforcing the rights of the Parties under this Deed as if such covenants, provisions and powers had been set out in full in this Deed, with the appropriate changes having been made

**5 APPLICATION TO THE LAND REGISTRY**

In relation to each register of title of the Mortgaged Property, the Chargor consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following, at any time

- (a) a form AP1 (*application to change the register*) in respect of the security created by this Deed,
- (b) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed,
- (c) a form RX1 (*application to register a restriction*) in the following terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer", and

- (d) a form CH2 (*application to enter an obligation to make further advances*)

**6 FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS**

- 6.1 **Delay etc** All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of any Beneficiary exercising, delaying in exercising or omitting to exercise any of them
- 6.2 **Severability** No provision of this Deed shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable
- 6.3 **Illegality, invalidity, unenforceability** Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed
- 6.4 **Variations** No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Security Agent (on behalf of the Beneficiaries) and the Chargor
- 6.5 **Consents** Any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion

**7 COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures were on a single copy of this Deed

**8 SECURITY AGENT**

The provisions of Clause 14 (*The Security Agent*) and Clause 22 (*Consents, Amendments and Override*) of the Intercreditor Agreement shall apply to the Security Agent's rights, obligations and duties under this Deed as if set out in this Deed in full

**9 GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law

10 ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Deed (a "**Dispute**")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary

**THIS DEED** has been executed by the Chargor as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document

SCHEDULE

**The Mortgaged Property**

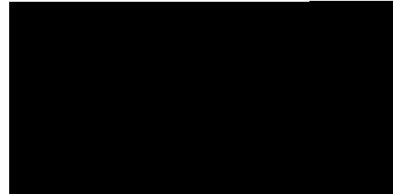
The leasehold property known as 133 Great Hampton Street, Birmingham B18 6AQ pursuant to a lease made between Coal Pension Properties Limited and The University of Law Limited on 2 July 2014

Hogan Lovells  
Interim LLP

EXECUTION PAGE

THE CHARGOR

EXECUTED and Delivered as a Deed by )  
The University of Law Limited )  
acting by )



Director

in the presence of

Signature of witness



Name of witness

LILY WHITFIELD

Address of witness

LINKLATERS LLP

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
LINKLATERS LLP  
ONE SILK STREET  
LONDON  
EC2Y 8HQ

Occupation of witness



THE SECURITY AGENT

Signed by )  
for and on behalf of )  
The Governor and Company of the Bank of Ireland )

Authorised Signatory

EXECUTION PAGE

THE CHARGOR

EXECUTED and Delivered as a Deed by )  
The University of Law Limited )  
acting by )

Director

in the presence of

Signature of witness \_\_\_\_\_

Name of witness \_\_\_\_\_

Address of witness \_\_\_\_\_

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Occupation of witness \_\_\_\_\_

THE SECURITY AGENT

Signed by )  
for and on behalf of )  
The Governor and Company of the Bank of Ireland )

Authorised Signatory