

## Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985



To the Registrar of Companies

For official use

Company Number

2402714

Name of company

UNITE INTEGRATED SOLUTIONS PLC (the "Assignor")

Date of creation of the charge

1 April 2003

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deed of Assignment made between the Assignor and The Royal Bank of Scotland plc (the "Deed").

Amount secured by the mortgage or charge

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 Obligors to the Lender (including without limitation, under the Transaction Documents); and of the Assignor under the Deed except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (the "Secured Obligations").

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc, acting through its Infrastructure Finance Group 135 Bishopsgate, London EC2M 3UR (the "Lender").

Presentor's name address and reference (if any):

THEODORE GODDARD  
BOX 500  
21 BLOOMSBURY STREET  
LONDON

Ref: VALD7\117870.1

N109/4919.730

For official use

Mortgage Section

Post room



LD4  
COMPANIES HOUSE

0210  
09/04/03

Time critical reference

**1. CHARGE AND ASSIGNMENT**

The Assignor, with full title guarantee:

- (a) charged by way first fixed charge as security for the payment and performance of the Secured Obligations:
- (i) all of its rights, title and interest in and to the UIS Construction Account and all sums standing to the credit of the UIS Construction Account from time to time; and
  - (ii) to the extent not capable of assignment or validly assigned pursuant to Clause 2(b) of the Deed, all of its rights, title, benefits and interest (at the date of the Deed and in the future) in and to each Agreement and each and every claim and judgment arising therefrom (including,

495

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Theodore Gaddard*

Date

*9 April 2003*

On behalf of [company] mortgagee/chargee †

† delete as appropriate

**NOTES**

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

without limitation, all moneys which at any time may be or become payable to the Assignor pursuant to or in respect of each of the Agreements and the benefit of any claims for damages in respect of any breach of any of the Agreements).

- (b) assigned to the Lender by way of security for the payment and performance of the Secured Obligations all of its rights, title, benefits and interest (from the date of the Deed and in the future) in and to each Agreement and each and every claim and judgment arising therefrom (including, without limitation, all moneys which at any time may be or become payable to the Assignor pursuant to or in respect of each of the Agreements and the benefit of any claims for damages in respect of any breach of any of the Agreements) to hold the same unto the Lender absolutely.

## 2 RESTRICTIONS ON DEALINGS

In the Deed the Chargor undertook that it shall not save as permitted by the Finance Documents:

- (a) amend or waive any of its rights under any of the Agreements;
- (b) assign or transfer any of its rights or obligations under the Project Documents without the prior written consent of the Lender;
- (c) create or permit to subsist any Security of whatsoever nature over all or any part of the Security Assets other than as created by operation of law or by this Deed; or
- (d) release any other party to any of the Agreements from any of its obligations under any of the Agreements or waive any breach by such other party of any of its obligations under any of the Agreements or agree to accept any termination of such other party's obligations under any of the Agreements.

## 3 DEFINITIONS

In this Form 395 the following words have the following meanings:

**"Advance"** means a Phase 1 Construction Advance, a Phase 2 Construction Advance, a Senior Term Advance or the Junior Term Advance.

**"Agreements"** means each of the agreements specified in the Schedule to this Form 395 and any future building contract, professionals' appointment, guarantee, warranty, representation given or made by any building contractor or any bond relating to the construction and development of Block 1 or Block 2 and any other agreement relating to the construction and development of Phase 1 or Phase 2 at the date of the Deed or thereafter (other than the Development Agreement).

**"Blocks"** means Block 1 and Block 2 (and **"Block"** means either of them).

**"Block 1"** means the building to be constructed on Property 1 to comprise 703 bed units and the related commercial unit all as contemplated in the Development Appraisal.

**"Block 2"** means the building to be constructed on Property 2 to comprise 482 bed units and the related commercial unit all as contemplated in the Development Appraisal.

**"Block 1 Building Contract"** means the contract for the construction of Block 1 dated 24 October 2002 and entered into between the Developer and David McLean Contractors Limited being a JCT Standard Form of Building Contract with Contractor's Design (1998 Edition) including the articles of agreement and the appendices and annexures thereto or such other contract entered into from time to time between the Developer and a building contractor with the approval of the Lender for the construction of Block 1.

**"Block 1 Development Agreement"** means the development agreement in respect of Block 1 entered or to be entered into between the Borrower and UIS (as developer).

**"Block 2 Building Contract"** means the contract for the construction of Block 2 dated 24 October 2002 and entered into between the Developer and David McLean Contractors Limited being a JCT Standard Form of Building Contract with Contractor's Design (1998 Edition) including the articles of agreement and the appendices and annexures thereto or such other contract entered into from time to time between the Developer and a building contractor with the approval of the Lender for the construction of Block 2.

**"Block 2 Development Agreement"** means the development agreement in respect of Block 2 entered or to be entered into between the Borrower and UIS (as developer).

**"Borrower"** means LDC (Lime Street) Limited.

**"Borrower Debenture"** means the deed of debenture entered into on 11 September 2002 between the Borrower and the Lender.

**"Building Contractor"** means, in relation to any Building Contract, the building contractor contracted to perform such Building Contract, being initially David McLean Contractors Limited.

**"Building Contract Guarantee"** in relation to any Block means any guarantee of the obligations of a Building Contractor under the Building Contract in relation to such Block (which guarantee may be incorporated within such Building Contract) by the parent thereof or other applicable person in favour of the Developer.

**"Building Contract Guarantor"** means any guarantor party to a Building Contract Guarantee (being, in the case of any Building Contract Guarantee in relation to a Building Contract to which David McLean Contractors Limited is a party, David McLean (Holdings) Limited).

**"Building Contract Performance Bond"** in relation to any Block means any performance bond issued or to be issued in the agreed form in relation to the obligations of the Building Contractor under the Building Contract in relation to such Block to which such Building Contractor is a party.

**"Building Contracts"** means the Block 1 Building Contract and the Block 2 Building Contract (and **"Building Contract"** means either of them).

**"Collateral Warranty Agreement"** in relation to any Block means collateral warranty

agreements in relation to such Block addressed to the Developer (where applicable), the Lender and/or the Borrower by:

- (a) the Developer;
- (b) the Building Contractor and any applicable Building Contract Guarantor;
- (c) each Project Professional with a material design input appointed by the Borrower, the Developer or the Building Contractor from time to time; and
- (d) each sub-contractor of a Building Contractor with material design responsibility appointed by such Building Contractor from time to time

and each other collateral warranty agreement in relation to such Block entered into by any other person in favour of the Borrower or the Lender and delivered to the Lender in relation to such Block pursuant to Clause 21.15 of the Facility Agreement or otherwise.

**"Debenture"** means each of the following:

- (e) the Borrower Debenture; and
- (f) the LDCM Debenture.

**"Developer"** means UIS in its capacity as developer pursuant to the Development Agreements.

**"Development Agreements"** means the Block 1 Development Agreement and the Block 2 Development Agreement (and **"Development Agreement"** means either of them).

**"Development Appraisal"** means the financial appraisal prepared by the Borrower in relation to each Phase.

**"Direct Agreement"** means the direct agreement to be entered into between UIS, LDCM and the Lender.

**"Facility Agreement"** means the facility agreement dated 11 September 2002 between LDC (Lime Street) Limited as borrower, The UNITE Group plc and another as guarantors and The Royal Bank of Scotland plc as lender (as amended and/or restated from time to time including, without limitation, as amended and restated pursuant to an amendment and restatement agreement between the same parties dated 1 April 2003).

**"Finance Documents"** means the Facility Agreement, any Hedging Agreement, each Security Document, any Subordination Deed entered into from time to time and any other document designated as such by the Lender and the Borrower.

**"Group"** means the Parent and its Subsidiaries.

**"Guarantor"** means

- (a) the Parent; and

(b) LDCM

**"Hedging Agreement"** means the interest swap, collar, option cap or similar contract which is entered into between the Borrower and the Lender for the purpose of hedging the Advances no later than 3 months from the date hereof.

**"Holdings"** means LDC (Holdings) PLC, incorporated in England and Wales with company registration number 2625007.

**"Holdings Share Mortgage"** means the share mortgage entered into between Holdings and the Lender dated 11 September 2002.

**"Junior Term Advance"** means, save as otherwise provided herein, the advance made or to be made under the Junior Term Facility or the amount outstanding for the time being of such advance.

**"Junior Term Facility"** means the Lender agreed to make available to the Borrower a committed term loan facility by way of a single Sterling advance in an amount equal to £2,000,000 subject to the terms of the Facility Agreement.

**"LDCM"** means Unite Accommodation Management 2 Limited, (formerly LDC (Lime Street Management) Limited).

**"LDCM Debenture"** means the deed of Debenture entered into between LDCM and the Lender dated 12 September 2002.

**"Obligor"** means each of the Borrower and each Guarantor (and **"Obligors"** shall be construed accordingly).

**"Parent"** means The Unite Group Plc incorporated in England and Wales with Company registration number 3199160.

**"Phase 1"** means the project for the construction and completion of 848 bed units on the Properties comprising 516 bed units on Property 1 forming Sections 1, 2 and 3 of the Block 1 Building Contract and 332 bed units on Property 2 comprising Sections 1 and 2 of the Block 2 Building Contract together with the related commercial unit, all as contemplated in the Development Appraisal.

**"Phase 1 Construction Advance"** means any amount advanced at the date of the Deed or in the future to be advanced by the Lender under the Phase 1 Construction Facility, as reduced by repayment or prepayment hereunder.

**"Phase 2"** means the project for the construction and completion of 337 bed units on the Properties comprising 187 bed units on Property 1 forming Section 4 of the Block 1 Building Contract and 150 bed units on Property 2 comprising Section 3 of the Block 2 Building Contract together with the related commercial unit, all as contemplated in the Development Appraisal.

**"Phase 2 Construction Advance"** means any amount advanced or to be advanced at the date of the Deed or in the future by the Lender under the Phase 2 Construction Facility, as reduced by repayment or prepayment hereunder.

**"Planning Acts"** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all other legislation, subordinate legislation, circulars regulating the use and development of land.

**"Project Consent"** means, in relation to any Block at any time before or after the date of the Deed any consents required by the borrower or the Developer at such time under the Planning Acts and building regulations or approvals to be granted to the Borrower or the Developer by the relevant body in each case for the purpose of enabling such Block to be progressed in accordance with the Project Documents in respect of such Block at such time, and any other consents, approvals and licenses required to be obtained by the Borrower from whomsoever (whether of a statutory or a non-statutory nature) and of whatsoever nature, necessary for the purpose of enabling such Block to be progressed in accordance with the Project Documents in respect of such Block at such time.

**"Project Documents"** in relation to any Block means:

- (i) the Development Agreement;
- (ii) the Building Contract Guarantee;
- (iii) the Building Contract;
- (iv) the Building Contract Performance Bond;
- (v) each Project Professionals Appointment;
- (vi) each Collateral Warranty Agreement; and
- (vii) each Project Consent;

relating to such Block.

**"Project Professionals"** means in relation to any Block, each technical professional adviser or consultant appointed from time to time by the Borrower, the Developer or the Building Contractor in relation to such Block to undertake the design of or to provide other services in relation to such Block (including, without limitation, any architect, structural engineer mechanical and electrical engineer, quantity surveyor, surveyor or project manager so appointed from time to time).

**"Project Professionals Appointment"** means in relation to any Block from time to time any and all of the contracts of appointment entered into by the Borrower, the Developer or the Building Contractor from time to time in relation to the design or the provision of other services in relation to such Block with any Project Professional.

**"Property 1"** means all that freehold land and buildings at Skelthorpe Street and Copperas Hill, Liverpool L3, (shown edged red on the Plan set out as Annexure 1A of the Facility Agreement) part of which is the land registered at HM Land Registry as at the date hereof under Title Numbers MS 359768 and MS 329011 and part of which is unregistered and

begins with a stopping up order for Hibre Street land and the statutory declaration of Christopher John Farrow and Alan Grant dated 1999.

**"Property 2"** means the following:

- (c) all that freehold land and buildings at Skelhorne Street and Copperas Hill, Liverpool L3, comprising Block 2 (edged blue on the plan set out as Annexure 1A of the Facility Agreement) part of which is registered at HM Land Registry under Title Numbers MS 359768 and MS 309260 and part of which is unregistered and begins with a vesting order dated 20 October 1961; and
- (d) all that leasehold land registered at HM Land Registry under Title Number MS 84864;

in each case excluding the land shown hatched black on the plan set out as Annexure 1B of the Facility Agreement.

**"Property Obligor"** means the Borrower and LDCM.

**"Section"** in relation to a Block has the meaning ascribed to it in the Building Contract in relation to such Block.

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

**"Security Assets"** means the Assignor's rights, title, benefits and interest (present and future) in and to the UIS Construction Account and to each of the Agreements assigned or charged by the Assignor to the Lender under Clause 2 of this Deed.

**"Security Assignment"** means this Deed.

**"Security Documents"** means each Debenture, any Supplemental LDCM Debenture Legal Charge, the Holdings Share Mortgage, the Security Assignment, the Direct Agreement and any other document designated as such by the Lender and the Borrower from time to time.

**"Senior Term Advance"** means, save as otherwise provided herein, an advance made or to be made under the Senior Term Facility or the amount outstanding for the time being of such advance.

**"Senior Term Facility"** has the meaning ascribed to it in Clause 2.1(c).

**"Subordination Deed"** means:

- (a) the subordination deed dated 11 September 2002 between the Property Obligors as obligors, the Lender and the Obligors as subordinated creditors; and
- (b) any subordination deed entered into after the Deed of Assignment dated 1 April 2003 between a Property Obligor, the Lender and any member of the Group (other than as Obligor) in respect of intra-group loans made to such Property Obligor by such member.



**"Subsidiary"** means a subsidiary within the meaning of section 736 of the Companies Act 1985.

**"Supplemental LDCM Debenture Legal Charge"** means a supplemental legal charge in substantially the form specified in Schedule 3 to the LDCM Debenture to be entered into between LDCM and the Lender.

**"Transaction Documents"** means the Finance Documents and the Project Documents.

**"UIS"** means Unite Integrated Solutions plc, a company incorporated in England and Wales with registration number 02402714.

**"UIS Construction Account"** means the account maintained by the Assignor (Account Number: 21882278) in the name of the Assignor designated the "UIS Construction Account" with the Lender at its office located at London City Office, P O Box 412 62/63 Threadneedle Street, London, EC2R 8LA (Sort Code:15-10-00).

## THE SCHEDULE

### Agreements

No.	Document	Parties	Date
1.	Performance Bond relating to the development of Block 1 on land at Skelhorne Street, Copperas Hill and Bolton Street, Liverpool L3	(1) David McLean Contractors Limited (2) the Assignor (3) De Montford Insurance Company plc	6 February 2003
2.	Performance Bond relating to the development of Block 2 on land at Skelhorne Street, Copperas Hill and Bolton Street, Liverpool L3	(1) David McLean Contractors Limited (2) the Assignor (3) De Montford Insurance Company plc	6 February 2003
3.	Building contract for Block 1	(1) the Assignor (2) David McLean Contractors Limited	24 October 2002
4.	Building contract for Block 2	(1) the Assignor (2) David McLean Contractors Limited	24 October 2002
5.	Parent Company Guarantee in respect of Block 1	(1) the Assignor (2) David McLean (Holdings) Limited	20 November 2002
6.	Parent Company Guarantee in respect of Block 2	(1) the Assignor (2) David McLean (Holdings) Limited	20 November 2002

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02402714

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 1st APRIL 2003 AND CREATED BY UNITE INTEGRATED SOLUTIONS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th APRIL 2003.

P. U



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES