

MG01

Particulars of a mortgage or charge



IRIS  
LASERFORM

230504/156

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 on  
company property. To do this  
use form MG01s

TUESDAY



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08/05/2012

#16

COMPANIES HOUSE

ase  
uk

1

**Company details**

Company number

0 3 0 0 5 2 6 2

Company name in full

LDC (Portfolio One) Limited (the **Chargor**)

36

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

d3 d0 m0 m4 y2 y0 y1 y2

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A security agreement dated 30 April 2012 between, amongst others, the  
Chargor and LGIM Commercial Lending Limited (the **Facility Agent**) (the  
**Deed**)

4

**Amount secured**

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

Amount secured

All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any other capacity  
whatsoever) of each Obligor to any Finance Party  
under each Finance Document (each as defined below)  
(the **Secured Liabilities**)

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	LGIM Commercial Lending Limited		
Address	One Coleman Street		
	London		
Postcode	E C 2 R 5 A A		
Name			
Address			
Postcode			

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

	Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	Please see attached continuation sheets.		

## 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 Nil

#### 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 *Allen + Overly 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 **Stephanie Shelmerdine**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country **United Kingdom**

DX **73**

Telephone **020 3088 2118**



### 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)**

# 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

#### 1. CREATION OF SECURITY

##### 1.1 General

##### (a) All the security created under the Deed

- (i) is created in favour of the Facility Agent,
- (ii) is created over present and future assets of the Chargor,
- (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

##### (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document

- (i) the Chargor must notify the Facility Agent promptly,
- (ii) the security created under the Deed will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and
- (iii) unless the Facility Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed

##### (c) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties

##### 1.2 Land

##### (a) The Chargor charges

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Annex 1 to this form MG01, and
- (ii) (to the extent that they are not either the subject of a mortgage under subparagraph (i) above or are Scottish Properties) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it

##### (b) A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

## MG01 – continuation page

Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>1.3 Securities</b></p> <p>(a) The Chargor charges</p> <p>by way of a first fixed charge its interests in stocks, shares, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf</p> <p>(b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes</p> <p>(i) any dividend or interest paid or payable in relation to it, and</p> <p>(ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise</p> <p><b>1.4 Plant and machinery</b></p> <p>The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession</p> <p><b>1.5 Credit balances</b></p> <p>The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Credit Agreement or the Deed) it has with any person and the debt represented by it</p> <p><b>1.6 Book debts etc.</b></p> <p>The Chargor charges by way of a first fixed charge</p> <p>(a) all of its book and other debts,</p> <p>(b) all other moneys due and owing to it, and</p> <p>(c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above</p> <p><b>1.7 Warranties</b></p> <p>The Chargor charges by way of a first fixed charge all of its rights under any Warranties (to the extent that it is permissible to grant such a first fixed charge in accordance with the terms of the relevant Warranty)</p> <p><b>1.8 Insurances</b></p> <p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption</p> <p>(a) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest, and</p>

# 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

- (b) all monies payable and all monies paid to it under or in respect of all such contracts of insurance

#### 1.9 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights

- (a) under each Lease Document to which it is a party,
- (b) in respect of all Rental Income payable to it or for its account other than Rental Income payable in respect of a Scottish Property,
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document to which it is a party,
- (d) under each Partnership Agreement to which it is a party,
- (e) under each appointment of a Property Manager, a Rent Collection Agent or an Operator,
- (f) under any agreement relating to the purchase of a Property by that Chargor,
- (g) under each Management Company Lease and Nomination Agreement to which it is a Party,
- (h) in respect of the Subordinated Debt and under each Subordinated Document, and
- (i) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of Clause 2.9 of the Deed

#### 1.10 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

#### 1.11 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment

# 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

under this subclause and all its assets situated in Scotland or otherwise subject to Scots law

(b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by the Chargor under this subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if

(i) an Event of Default is outstanding, or

(ii) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

(c) The floating charge created by this subclause may not be converted into a fixed charge solely by reason of.

(i) the obtaining of a moratorium, or

(ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986

(d) The floating charge created by this subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator

(e) The floating charge created by this subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

## 2. RESTRICTIONS ON DEALINGS

### 2.1 Security

Except as expressly allowed in the Credit Agreement, the Chargor may not create or permit to subsist any Security Interest on any Security Asset (except for this Security)

### 2.2 Disposals

Except as expressly allowed in the Credit Agreement, the Chargor may not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Deed

## 3. INTERPRETATION

In this form MG01

**Additional Guarantor** means a Required Guarantor which becomes a member of the Group on or after the date of the Credit Agreement

**Additional Property** means any real property the security over which is created by a Security Document entered into after the Utilisation Date, as described in that Security Document and,



# MG01 – continuation page

## Particulars of a mortgage or charge

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

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Short particulars

where the context so requires, includes the buildings on that Additional Property

**Administrative Party** means the Arranger or the Facility Agent

**Arranger** means LGIM Commercial Lending Limited

**Company** means LDC (Portfolio 100) Limited (registered in England and Wales number 7989369)

**Corporate ManagementCo** means UNITE Accommodation Management One Hundred Limited (registered in England and Wales number 7989080)

**Credit Agreement** means the £121,000,000 credit agreement dated on or about the date of the Deed between, among others, the Chargor and the Facility Agent

**Duty of Care Agreement** means a duty of care agreement entered into or to be entered into by a Property Manager, a Rent Collection Agent or an Operator, one or more Obligors and the Facility Agent in an agreed form

**Event of Default** means an event or circumstance specified as such in Clause 21 (Default) of the Credit Agreement

**Facility** means the credit facility made available under the Credit Agreement

**Fee Letter** means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement

**Finance Document** means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) a Duty of Care Agreement,
- (d) a Subordination Agreement,
- (e) a Fee Letter,
- (f) a Resignation Request,
- (g) a Transfer Certificate, or
- (h) any other document designated as such by the Facility Agent and the Company

**Finance Party** means a Lender or an Administrative Party

**General Partner** means a Thurso Property GP or a Thurso Management GP

**Group** means the Company and its Subsidiaries from time to time, each General Partner and each Limited Partnership and each of their respective Subsidiaries from time to time

# 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

**Guarantor** means an Original Guarantor or an Additional Guarantor

**Jersey Shares Security Agreement** means a Jersey law security interest agreement entered into or to be entered into by a Transaction Obligor with respect to the shares of or interests in its Subsidiary in favour of the Facility Agent

**Jersey Units Security Agreement** means a Jersey law security interest agreement entered into or to be entered into by a Thurso JUT Unitholder in favour of the Facility Agent in respect of all the issued units that it holds in the Thurso JUT

**Liability** means any present or future liability (actual or contingent), together with

- (a) any permitted novation, deferral or extension of that liability,
- (b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs,
- (c) any claim for damages or restitution in the event of recession of that liability or otherwise,
- (d) any claim flowing from any recovery by a payment or discharge in respect of that liability on grounds of preference or otherwise, and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings

**Lease Document** means

- (a) an Occupational Lease,
- (b) a Management Company Lease, or
- (c) any other document designated as such by the Facility Agent and the Company

**Lender** means

- (a) the Original Lender, or
- (b) any person which becomes a Party in accordance with Subclause 29.2 (Assignments and transfer by Lenders) of the Credit Agreement

**Limited Partnership** means Thurso Property LP or Thurso Management LP

**Management Company** means Corporate ManagementCo or Thurso Management LP

**Management Company Lease** means a management lease between a Management Company and a Property Owner or Property Owners in respect of a Property or Properties

# 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	<p><b>Nomination Agreement</b> means an agreement between an Obligor and an education institution or educational provider pursuant to which such Obligor agrees to make available residential accommodation at a Property for persons nominated by such institution or provider in return for the payment of sums being payable irrespective of whether such accommodation is so utilised</p> <p><b>Obligor</b> means the Company or a Guarantor</p> <p><b>Occupational Lease</b> means any lease, tenancy or licence or other right of occupation or right to receive rent to which a Property may at any time be subject, and includes a Nomination Agreement</p> <p><b>Operator</b> means Mazars LLP or any other operator of</p> <p>(a) the Thurso Property LP appointed by the Thurso Property GPs, or</p> <p>(b) the Thurso Management LP appointed by the Thurso Management GPs,</p> <p>in each case in accordance with the Credit Agreement</p> <p><b>Original Lender</b> means Legal &amp; General Pensions Limited</p> <p><b>Original Guarantor</b> means the companies listed in part 1 of schedule 1 (Parties and Properties) to the Credit Agreement</p> <p><b>Original Property</b> means each property listed in Annex 1 to this form MG01</p> <p><b>Partnership Agreement</b> means</p> <p>(a) the limited partnership deed dated 14 January 2011 between the Thurso Management GPs and the Thurso JUT Trustee, or</p> <p>(b) the limited partnership deed dated 26 March 2010 between the Thurso Property GPs and the Thurso JUT Trustee,</p> <p>and, in each case, includes any relevant resolutions and amending documents</p> <p><b>Party</b> means a party to the Deed</p> <p><b>Property</b> means an Original Property or an Additional Property</p> <p><b>Property Manager</b> means UIS or any other property manager appointed by a Property Owner in respect of a Property in accordance with the Credit Agreement</p> <p><b>Property Owner</b> means each Guarantor which legally or beneficially owns a Property</p> <p><b>Rent Collection Agent</b> means URC or any other rent collection agent appointed by an Obligor or a Property Manager in respect of a Property in accordance with the Credit Agreement</p> <p><b>Rental Income</b> means the aggregate of all amounts paid or payable to or for the account of</p>

# 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

any Obligor in connection with the letting of any part of a Property, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of an Obligor,
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document,
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document,
- (h) any Tenant Contributions, and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by an Obligor

**Required Guarantor** means a company or limited partnership listed in part 3 of schedule 1 (Parties and Properties) to the Credit Agreement

**Resignation Request** means a letter in the form of schedule 7 (Form of Resignation Request) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

**Scottish Assignment of Rent** means an assignment of rent entered into or to be entered into by an Obligor in favour of the Facility Agent

**Scottish Property** means any heritable or long leasehold property located in Scotland

**Scottish Standard Security** means a standard security entered into or to be entered into by an Obligor in favour of the Facility Agent

**Security** means any security created by the Deed

**Security Agreement** means the Deed

**Security Assets** means all assets of the Chargor the subject of any security created by the Deed

# 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	<p><b>Security Document means</b></p> <ul style="list-style-type: none"> <li>(a) a Security Agreement,</li> <li>(b) a Shareholder's Security Agreement,</li> <li>(c) a Subordinated Creditors' Security Agreement,</li> <li>(d) a Scottish Standard Security,</li> <li>(e) a Scottish Assignment of Rent,</li> <li>(f) a Jersey Shares Security Agreement,</li> <li>(g) a Jersey Units Security Agreement,</li> <li>(h) a Subordinated Debt Security Agreement,</li> <li>(i) a Supplemental Security Agreement,</li> <li>(j) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, or</li> <li>(k) any other document designated as such by the Facility Agent and the Company</li> </ul> <p><b>Security Interest means</b> any mortgage, standard security, pledge, lien, charge, assignment, assignment in security, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p><b>Shareholder means</b></p> <ul style="list-style-type: none"> <li>(a) LDC (Holdings) plc (registered in England and Wales number 2625007), or</li> <li>(b) any other owner of shares in the share capital of the Company in accordance with Subclause 19 15 (Ownership) of the Credit Agreement</li> </ul> <p><b>Shareholder's Security Agreement means</b> a charge over the shares of an Obligor and assignment of shareholder's subordinated debt substantially in the form of schedule 10 (Form of Shareholder's Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require</p> <p><b>Subordinated Creditor means</b></p> <ul style="list-style-type: none"> <li>(a) the Shareholder,</li> <li>(b) the Thurso JUT Trustee,</li> <li>(c) UNITE (Capital Cities) Jersey Limited (registered in Jersey number 89664), or</li> <li>(d) any other person who becomes a Subordinated Creditor in accordance with the Credit Agreement</li> </ul>	

# MG01 – continuation page

Particulars of a mortgage or charge

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**Subordinated Creditors' Security Agreement** means an assignment of subordinated debt substantially in the form of schedule 11 (Form of Subordinated Creditors' Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require

**Subordinated Debt** means Liabilities payable or owing by the Chargor to a Subordinated Creditor

**Subordinated Debt Security Agreement** means a Jersey law security interest agreement entered into or to be entered into by a Transaction Obligor with respect to its Subordinated Debt in favour of the Facility Agent

**Subordinated Document** means any document evidencing or recording the terms of any Subordinated Debt

**Subordination Agreement** means a subordination agreement, substantially in the form of schedule 12 (Form of Subordination Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require

**Subsidiary** means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

**Supplemental Security Agreement** means a supplemental security agreement in the form of schedule 13 (Form of Supplemental Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest)

**Tenant Contributions** means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of

- (a) contribution to
  - (i) ground rent,
  - (ii) insurance premia,
  - (iii) the cost of an insurance valuation,
  - (iv) a service or other charge in respect of an Obligor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, a Property, or
  - (v) a reserve or sinking fund, or
- (b) VAT or similar taxes

# MG01 – continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p><b>Thurso JUT</b> means LDC (Thurso Street) Unit Trust a unit trust scheme established and constituted in Jersey pursuant to Article 7(3) of the Trusts (Jersey) Law 1984</p> <p><b>Thurso JUT Trustee</b> means Mourant &amp; Co Trustees Limited solely in its capacity as managing trustee of Thurso JUT</p> <p><b>Thurso JUT Unitholder</b> means</p> <ul style="list-style-type: none"> <li>(a) USAF Jersey Investments Limited (registered in Jersey number 94064), and</li> <li>(b) UNITE (Capital Cities) Jersey Limited (registered in Jersey number 89664)</li> </ul> <p><b>Thurso Management GP</b> means</p> <ul style="list-style-type: none"> <li>(a) LDC (Thurso Street) GP3 Ltd (registered in England and Wales number 7434001), and</li> <li>(b) LDC (Thurso Street) GP4 Ltd (registered in England and Wales number 7434133)</li> </ul> <p><b>Thurso Management LP</b> means LDC (Thurso Street) Management Limited Partnership (registered in England and Wales number LP14284)</p> <p><b>Thurso Property GP</b> means</p> <ul style="list-style-type: none"> <li>(a) LDC (Thurso Street) GP1 Limited (registered in England and Wales number 7199022, and</li> <li>(b) LDC (Thurso Street) GP2 Limited (registered in England and Wales number 7198979)</li> </ul> <p><b>Thurso Property LP</b> means LDC (Thurso Street) Limited Partnership (registered in England and Wales number LP13851)</p> <p><b>Transaction Obligor</b> means</p> <ul style="list-style-type: none"> <li>(a) an Obligor,</li> <li>(b) the Shareholder,</li> <li>(c) a Thurso JUT Unitholder,</li> <li>(d) a Subordinated Creditor, or</li> <li>(e) any other person designated as such by the Facility Agent and the Company</li> </ul> <p><b>Transfer Certificate</b> means a certificate, substantially in the form of part 1 of schedule 6 (Forms of Accession Documents) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company</p> <p><b>UIS</b> means UNITE Integrated Solutions Plc (registered in England and Wales number 2402714)</p>

# 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

**UK** means the United Kingdom

**URC** means UNITE Rent Collection Limited (registered in England and Wales number 5982935)

**Utilisation Date** means the date on which the Facility is utilised

**VAT** means value added tax as provided for in the Value Added Tax Act 1994, the Goods and Services Tax (Jersey) Law 2007 or any other Tax of a similar nature whether of the UK, Jersey or elsewhere

**Warranties** means any collateral warranties issued by or contracts or appointments with any contractors, subcontractors or any member of the professional team for the future benefit of the Chargor relating to works carried out to any Property in so far as they subsist, are capable of enforcement and are assignable

### ANNEX 1

#### PROPERTY

- (a) The freehold land known as land on the South side of Nicholas Road, London registered at the Land Registry with title number EGL392023,
- (b) The freehold land known as Northernhay House, Northernhay Place, Exeter registered at the Land Registry with title number DN423232,
- (c) The freehold land known as Parkway Gate, Wilmott Street, Manchester registered at the Land Registry with title numbers GM67383, GM870318, GM67384 and LA11936,
- (d) The freehold land known as land lying to the south of Lever Street and the East of Europa Place, Land on the South Side of Lever Street and land lying to the south of Lever Street and to the west of Ironmonger Row, London registered at the Land Registry with title numbers 409517, NGL259334 and 352296,
- (e) The freehold land known as land and buildings on the east side of Queen Charlotte Street, Bristol registered at the Land Registry with title number BL35046,
- (f) The freehold land known as The Red Admiral, Wilmott Street, Hulme registered at the Land Registry with title number GM206524,
- (g) The leasehold land known as Transom House, Victoria Street, Bristol BS1 6AH registered at the Land Registry with title number BL31533,
- (h) The leasehold land known as land adjoining 20 Stretford Road, Manchester registered at the Land Registry with title number MAN166056,
- (i) The leasehold land known as Somerton, Highfields, Clavering and Ashby Lodge Halls, Loughborough University, Ashby Road, Loughborough registered at the Land



# 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

Registry with title number LT360662,

- (j) The leasehold land known as land on the North side of Ashby Road, Loughborough registered at the Land Registry with title number LT402940,
- (k) The leasehold land comprising the land comprising the multi storey car park on parts of the ground floor to the upper roof level at Queen Charlotte Street Bristol registered at the Land Registry with title number BL124740,
- (l) The leasehold land known as land and buildings at Transom House, Victoria Street, Bristol BS1 6AH with title number to be provided following completion of registrations at the Land Registry,
- (m) The leasehold land known as East Central House, 111 – 113 Lever Street and 33 – 35 Ironmonger Row, London registered at the Land Registry with title number EGL554741,
- (n) The leasehold land known as Northernhay House, Northernhay Place, Exeter EX4 3RY registered at the Land Registry with title number DN458893,
- (o) The leasehold land known as Sherren House, 16 Nicholas Road, Whitechapel, London E1 4AF registered at the Land Registry with title number EGL442665,
- (p) The leasehold land known as Parkway Gate, Wilmott Street, Manchester registered at the Land Registry with title number MAN130463,
- (q) The leasehold land known as The Red Admiral, 20 Stretford Road, Manchester M15 6HE registered at the Land Registry with title number MAN180956 and the leasehold land known as land adjoining 20 Stretford Road, Manchester registered at the Land Registry with title number MAN181012,
- (r) The leasehold land known as Somerton, Highfields, Clavering and Ashby Lodge Halls, Loughborough University, Ashby Road, Loughborough registered at the Land Registry with title number LT360664,
- (s) The leasehold land known as land on the North side of Ashby Road, Loughborough registered at the Land Registry with title number LT402941, and
- (t) The leasehold land comprising as Waverley House, Crow Lane, Bristol BS1 1WH registered at the Land Registry with title number BL125853



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

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

**COMPANY NO. 3005262  
CHARGE NO. 56**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30  
APRIL 2012 AND CREATED BY LDC (PORTFOLIO ONE) LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO ANY FINANCE PARTY ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 8 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MAY 2012

*P*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES