

MG01

Particulars of a mortgage or charge



107496/13

**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**  
You cannot use this form for  
particulars of a charge of  
company. To do this, please  
use form MG01s

FRIDAY



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10/02/2012

#99

COMPANIES HOUSE

For official use

1

**Company details**

Company number 07159436

Company name in full UPP (Clifton) Limited (the "Chargor")

4

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

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**Date of creation of charge**

Date of creation 08/02/2012

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 supplemental debenture (the "**Supplemental Debenture**") dated 8 February  
2012 and entered into by the Chargor in favour of The Governor and  
Company of the Bank of Ireland as security trustee (the "**Security  
Trustee**") supplementing a debenture dated 17 May 2010 and entered into by  
the Chargor in favour of the Security Trustee (the "**Debenture**").

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**Amount secured**

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

Amount secured

Please refer to the 'Amount Secured' continuation  
sheet for details of the amount secured

For defined terms please see the 'Amount Secured'  
and 'Short Particulars' continuation sheets

**Continuation page**

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

4000  
1  
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**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 Bow Bells House, 1 Bread Street

London

Postcode E C 4 M 9 B E

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

Pursuant to the Supplemental Debenture, the Chargor:

(a) assigned with full title guarantee to the Security Trustee as security trustee for the Secured Parties by way of first assignment as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the following assets:

(i) the benefit of the Assigned Agreement and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such agreements payable to the Chargor thereunder and all the Chargor's rights or remedies now or hereafter in existence arising thereunder;

(ii) the benefit of all guarantees, warranties and representations given pursuant to or in connection with the Assigned Agreement, and

(iii) all rights to which the Chargor is now or may hereafter become entitled in respect of the proceeds of any order of the Court made pursuant to Section 238(3), 239(3) or 244 of the Insolvency Act 1986

(b) charged with full title guarantee in favour of the Security Trustee as security trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of floating charge all present and future assets and undertakings of the Chargor.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 2.2 (*Floating Charge*) of the Supplemental Debenture

The Debenture contains covenants for further assurance and a negative pledge.

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### 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

None

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

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

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## 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 Louise Saunderson 70-40508054

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 J J

Country UK

DX 149120 Canary Wharf

Telephone 020 7006 1000



### 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)

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### Amount secured

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

Amount secured

#### AMOUNT SECURED

All obligations which the Chargor may have at any time to the Security Trustee (whether for its own account or as security trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Senior Finance Documents (including the Debenture, the Supplemental Debenture and any Mortgage) including any liability in respect of further advances made under the Senior Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Chargor shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Trustee (whether for its own account or as security trustee for the Secured Parties) or any of the other Secured Parties in respect of any liabilities (the "**Secured Obligations**")

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## 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 style="text-align: center;"><b>Definitions</b></p> <p><b>"Account Bank"</b> means The Governor and Company of the Bank of Ireland.</p> <p><b>"Account Bank Agreement"</b> means the agreement dated on or around the date of the Facility Agreement between the Chargor, the Account Bank, the Security Trustee and the Facility Agent in respect of the operation of the accounts with the Account Bank.</p> <p><b>"Assigned Agreement"</b> means the Collaboration Agreement.</p> <p><b>"Bridge Borrower"</b> means UPP (Clifton) Holdings Limited (company registration number 07233566) whose registered office is at 4th Floor, Weston House, 246 High Holborn, London WC1V 7EX.</p> <p><b>"Charged Assets"</b> means all the property, assets and income of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.</p> <p><b>"Collaboration Agreement"</b> means the collaboration agreement originally dated 17 May 2010 between Nottingham Trent University, the Chargor, UPP (Nottingham) Limited and UPP (Byron House) Limited as amended and restated on or about the date of the Supplemental Debenture and as further amended and restated from time to time.</p> <p><b>"Deed of Subordination"</b> means the deed of subordination dated on or about the date of the Facility Agreement between, amongst others, the Lender, the Facility Agent, the Security Trustee, the Hedge Counterparty, the Noteholders, the Bridge Borrower and the Chargor</p> <p><b>"Delegate"</b> means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.</p> <p><b>"Facility Agent"</b> means The Governor and Company of the Bank of Ireland in its capacity as agent and security trustee for the Secured Parties and includes its successors in that capacity.</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 17 May 2010 (and as the same may be further amended, amended and restated or otherwise modified from time to time) between amongst others the Chargor, the Lender, the Facility Agent, the Security Trustee, the Hedge Counterparty and the Account Bank.</p> <p><b>"Fee Letter"</b> means any letter or letters dated on or about the date of the Facility Agreement between the Lender, the Facility Agent and the Chargor setting out any of the fees referred to in Clause 9 (Fees) of the Facility Agreement</p> <p><b>"Hedging Arrangement"</b> means any derivative transaction entered into by the Chargor with a Hedge Counterparty, including but not limited to any interest rate derivatives and inflation derivatives in relation to the</p>	

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## 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

facilities in respect of which the documentation thereof may include

(a) the ISDA Master Agreement and Schedule (the **"Master Agreement"**) entered into or to be entered into between the Chargor and each Hedge Counterparty insofar as its provisions are incorporated by reference to the transaction referred to in (b) below, and

(b) the written confirmations entered or to be entered into (as amended from time to time) in respect of the transaction made between the Chargor and each Hedge Counterparty under the terms of the relevant Master Agreement.

**"Hedge Counterparties"** means The Governor and Company of the Bank of Ireland and any new Hedge Counterparty which becomes a Party to the Facility Agreement in accordance with the terms of the Facility Agreement.

**"Lender"** means The Governor and Company of the Bank of Ireland and includes any new lender which becomes a Party to the Facility Agreement in accordance with the terms of the Facility Agreement.

**"Mortgage"** means a mortgage or charge in respect of the Real Property in accordance with Clause 6 (*Further Assurance*) substantially in the form of Schedule 2 (*Form of Legal Mortgage*) of the Debenture

**"New Lender"** means a bank or financial institution (which may or may not already be a Lender) to which a Lender novates or seeks to novate all or part of its rights and/or obligations in accordance with Clause 31.3 (*Lenders*) of the Facility Agreement.

**"Noteholders"** has the meaning ascribed thereto in the Facility Agreement

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

**"Real Property"** means any freehold, leasehold or immovable property; and any buildings, fixtures, fittings, fixed plant or machinery from time to time, situated on or forming part of such freehold or leasehold property, and includes all Related Rights.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the Charged Assets.

**"Related Rights"** means means, in relation to any asset, the proceeds of sale of any part of that asset, all rights under any licence, agreement for sale or agreement for lease in respect of that asset; all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and any monies and proceeds paid or payable in respect of that asset.

**"Relevant L/C"** has the meaning ascribed thereto in the Facility Agreement.

**"Secured Parties"** means the Lender, each New Lender, the Facility Agent,

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

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Short particulars

the Hedge Counterparties, the Security Trustee, and any Receiver or Delegate.

**"Security"** means any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (including any "holdback" or "flawed asset" arrangement)

**"Security Documents"** means the documents listed in Part C (*Security Documents*) of Schedule 1 of the Facility Agreement.

**Senior Finance Documents"** means the Facility Agreement, the Deed of Subordination, the Security Documents, the Fee Letter, any Relevant L/C, any Transfer Certificate, the Account Bank Agreement, any documentation entered into or to be entered into pursuant to or in connection with the Hedging Arrangements and any other document designated as such by the Facility Agent and the Chargor.

**"Transfer Certificate"** means a transfer certificate substantially in the form set out in Schedule 3 (*Transfer Certificate*) of the Facility





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

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

**COMPANY NO. 7159436  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE  
SUPPLEMENTING A DEBENTURE DATED 17 MAY 2010 AND  
DATED 8 FEBRUARY 2012 AND CREATED BY UPP (CLIFTON)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO THE GOVERNOR AND  
COMPANY OF THE BANK OF IRELAND (WHETHER FOR ITS  
OWN ACCOUNT OR AS SECURITY TRUSTEE FOR THE  
SECURED PARTIES) OR ANY OF THE OTHER SECURED  
PARTIES 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  
10 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 FEBRUARY  
2012

*U/C*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES