

Particulars of a mortgage or charge

395

A fee of £13 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
(Address overleaf - Note 6)

Name of company

* ANDERSON WHARF (STUDENT) LIMITED

Date of creation of the charge

30th MARCH 2007

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

DEBENTURE

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Governor and Company of the Bank of Scotland its successors and assignees ("the Bank"), by Anderson Wharf (Student) Limited ("the Company") whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in the Bank and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual Bank rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture ("the Secured Liabilities").

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

The Governor and Company of The Bank of Scotland
The Mound
Edinburgh

Postcode EH1 1YZ

Presentor's name address and
reference (if any)

Brabners Chaffe Street LLP
Brook House
70 Spring Gardens
Manchester
M2 2BQ

Ref AJH/AMG

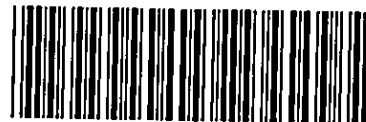
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



ABNJ101Y

A07

07/04/2007

151

COMPANIES HOUSE

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

Short particulars of all the property mortgaged or charged

1. The Company with full title guarantee charges to the Bank as a continuing security for the payment or discharge of the Secured Liabilities.-
- 1.1 by way of fixed charge -
- a. all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture together with all buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property (the "Properties"),
 - b. all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,
 - c. the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,
 - d. all plant and machinery of the Company now or in the future attached to property which is charged by the Debenture,
 - e. all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,

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**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

NIL

Signed Bruno CLF Shurt LLP Date 03/04/07

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)

† 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

* ANDERSON WHARF (STUDENT) LIMITED

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

f. all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 1.1(e) whether by way of dividend, distribution, interest or otherwise,

g all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),

h. all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),

i. all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,

j the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause (1) but owned by others,

k all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,

l all present and future book debts of the Company,

m. all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 1 1(g) or 1 1(l) or arising on fluctuating accounts with other Group Companies);

Name of company

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* ANDERSON WHARF (STUDENT) LIMITED

n. the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,

o. all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and

p. all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this clause 1,

1 2 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this Clause 1, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 1 1

2 1 The Company with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Bank (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):

a. all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and

b. insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of this Debenture.

The Company has covenanted that it will not without the prior written consent of the Bank -

1. create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of the Bank), or

2. sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or

3. in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset

4. make any structural or material alteration to or to the user of any of its Properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its Properties or on the marketability of any of such Properties,

5. not grant any lease of, part with possession or share occupation of, the whole or any part of any of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same,

6. not vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold

Name of company

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interest in any of its Properties,

7. allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its Properties (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting any such property,

8 do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Assets;

9 exercise any of the powers of leasing or of accepting surrenders of leases conferred by Sections 99 (Leasing powers of mortgagor and mortgagee in possession) and 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the Law of Property Act 1925. The statutory powers of sale, leasing and accepting surrenders exercisable by the Bank under this Debenture are extended so as to authorise the Bank whether in its own name or in that of the Company to grant a lease or leases of the whole or any part or parts of the freehold and leasehold property of the Company with whatever rights relating to other parts of it and containing whatever covenants on the part of the Company and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank thinks fit

Definitions:-

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

"Permitted Disposal" means:

a the disposal of stock subject only to the floating charge created by the debenture on an arm's length basis in the ordinary course of trading,

b. disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of the Bank and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company,

c disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of the Bank and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality,

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 1 (above), Clause 2 3 or (with effect from the date of its creation) any security created pursuant to Clause 2.11

"Clause 2 3" means to the extent that any such right, title and interest as is referred to in Clause 1 2 (above) is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities

"Clause 2.11" means the Company (at its own cost) will on demand in writing by the Bank execute and deliver in such form as the Bank may reasonably require:-

Name of company

*insert full name
of Company

* ANDERSON WHARF (STUDENT) LIMITED

2.11 1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by Clause 1 and of any freehold or leasehold property acquired by the Company after the date of the Debenture,

2.11 2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,

2 11 3 a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under Clause 2 1 3;

2 11 4 a chattel mortgage over such chattels, plant and machinery as the Bank may specify, and

2.11.5 a notice of any assignment of its right, title and interest in and to any of the agreements referred to in Clause 2 2 above;

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Bank may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets or the exercise of any rights of the Bank under the Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06126636

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th MARCH 2007 AND CREATED BY ANDERSON WHARF (STUDENT) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th APRIL 2007

CSQ



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES