

# MG01

## Particulars of a mortgage or charge

036589113

Oyez

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

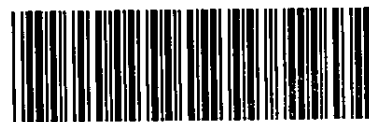
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



### What this form is NOT for

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

WEDNESDAY



\*AVBLP07L\*

A07

13/10/2010

425

COMPANIES HOUSE

### Company details

Company number

0 6 3 3 1 3 1 5

Company name in full

CATESBY STUDENT LIVING LIMITED (the Company)

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 \*

### Date of creation of charge

Date of creation

0 7 1 0 2 0 1 0

### 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

Supplemental debenture between the Company, the Chargors (as listed therein) and the Bank of Scotland plc as security trustee for the Secured Finance Parties (the **Security Trustee**) dated 7 October 2010 (the **Charge**) to an original debenture dated 7 January 2008 between the Company, (formerly known as Catesby Regeneration Limited) the Chargors and the Security Trustee (the **Debenture**).

### Amount secured

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

Amount secured

The **Secured Liabilities**.

Please see continuation page for definitions.

### Continuation page

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

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## Particulars of a mortgage or charge


6 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
Name	Bank of Scotland plc
Address	The Mound, Edinburgh
Postcode	E H 1 1 Y Z
Name	
Address	
Postcode	
Continuation page Please use a continuation page if you need to enter more details	

6 Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1 The company assigns in favour of the Security Trustee all its rights under the Sale and Leaseback Agreement;</p> <p>2. The company with full title guarantee charges in favour of the Security Trustee by way of a first fixed legal charge all of its rights, title and interest in and to the Deposit Account and all sums from time to time standing to the credit of the Deposit Account, including all entitlements to interest and other rights and benefits accruing to or arising in connection with the Deposit Account and the debts represented thereof.</p> <p>Please see continuation page for definitions.</p>
Continuation page Please use a continuation page if you need to enter more details	

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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 866)</p> <p>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 870). 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)</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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  
AMA/BOS001.5234

Company name  
Dundas & Wilson CS LLP

Address  
Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode  
E H 1 2 E N

Country

DX

Telephone  
0131 228 7886

### 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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Particulars of a mortgage or charge



14	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>Additional Chargor</b> means a member of the Group which becomes a Chargor by executing a Deed of Accession substantially in the form of Schedule 7 (Deed of Accession) to the Debenture</p> <p><b>Agent</b> means Bank of Scotland plc (Company Number: SC327000).</p> <p><b>Chargor</b> means an Original Chargor and any Additional Chargor</p> <p><b>Deposit Account</b> means the bank account held by the Company with the Agent, account number 6087545, sort code 120565.</p> <p><b>Facility</b> has the meaning given to it in the Senior Facility Agreement.</p> <p><b>Group</b> has the meaning given to it in the Senior Facility Agreement.</p> <p><b>Intercreditor Agreement</b> means the intercreditor agreement dated 7 January 2008 and made between, amongst others, the Secured Finance Parties and the Company.</p> <p><b>Original Chargor</b> means the Company.</p> <p><b>Sale &amp; Leaseback Agreement</b> means the agreement for sale and leaseback of land at 13 Hawley Crescent and 29 Kentish Town Road, London NW1 8NP between the Company, Scarlett P Limited and Watkin Jones &amp; Son Limited, dated 5 July 2010</p> <p><b>Secured Finance Documents</b> has the meaning given to it in the Intercreditor Agreement.</p> <p><b>Secured Finance Parties</b> has the meaning given to it in the Intercreditor Agreement.</p> <p><b>Secured Liabilities</b> means, in respect of <u>each Chargor</u>, all of their present and future obligations and liabilities to the <u>Security Trustee</u> and <u>each of the Secured Finance Parties</u> under the Debenture, the Senior Facility Agreement and each other Secured Finance Document, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations to indemnify the Security Trustee and each of the other Secured Finance Parties and including, for the avoidance of doubt, any liability arising from any and all amendments, supplements or restatements of any Senior Facility Agreement from time to time including (without limitation) any and all increases in the Facility from time to time and/or or any increases from time to time in any liabilities in respect of any further advances provided in respect of any other Secured Finance Document.</p> <p><b>Senior Facility Agreement</b> has the meaning given to it in the Intercreditor Agreement</p>	

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Particulars of a mortgage or charge



## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

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Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged	
Short particulars	



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

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

**COMPANY NO. 6331315  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE  
DATED 7 OCTOBER 2010 AND CREATED BY CATESBY  
STUDENT LIVING LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM EACH CHARGOR TO THE  
SECURITY TRUSTEE AND EACH OF THE SECURED FINANCE  
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  
13 OCTOBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 OCTOBER  
2010**



*Companies House*  
— for the record —



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