

MG01

Particulars of a mortgage or charge

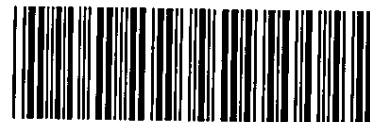
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A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **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



SCT 20/10/2010 724
COMPANIES HOUSE

Company details

Company number 06331315

Company name in full CATESBY STUDENT LIVING LIMITED (the Company)

For official use

Filing 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 18/10/2010

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 Bank of Scotland plc for itself and as security trustee for
the Secured Finance Parties (the **Security Trustee**) dated 18 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

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	Bank of Scotland plc
Address	The Mound, Edinburgh
Postcode	E H 1 1 Y Z
Name	
Address	
Postcode	

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

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1. The Company assigns in favour of the Security Trustee all its rights under the Sale and Leaseback Agreement,
 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

Please see continuation page for definitions.

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Particulars of a mortgage or charge

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

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 866).

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).

Signature

Please sign the form here

Signature

Signature

X  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

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 or email 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

Amount secured

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

Amount secured

Additional Chargor 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.

Agent means Bank of Scotland plc (Company Number: SC327000).

Chargor means an Original Chargor and any Additional Chargor.

Deposit Account means the bank account held by the Company with the Agent, account number 6087545, sort code 120565.

Facility has the meaning given to it in the Senior Facility Agreement.

Group has the meaning given to it in the Senior Facility Agreement.

Intercreditor Agreement means the intercreditor agreement dated 7 January 2008 and made between, amongst others, the Secured Finance Parties and the Company.

Original Chargor means the Company.

Sale & Leaseback Agreement means the agreement for sale and leaseback of land at 13 Hawley Crescent and 29 Kentish Town Road, London NW1 8NP dated 5 July 2010 and made between Catesby Student Living Limited (1) Scarlet P Limited (2) and Watkin Jones & Son Limited (3) as amended by supplemental agreements dated 24 September 2010 and 18 October 2010 and as supplemented by a deed of covenant dated 18 October 2010 between Catesby Student Living Limited (1) and Mark Watkin Jones as trustee of the GWJ 1999 Hybrid Settlement Trust (2) and as may be further novated, amended, supplemented, varied and/or restated from time to time.

Secured Finance Documents has the meaning given to it in the Intercreditor Agreement.

Secured Finance Parties has the meaning given to it in the Intercreditor Agreement.

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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	
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MG01 - continuation page

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

Secured Liabilities means, in respect of each Chargor, all of their present and future obligations and liabilities to the Security Trustee and each of the Secured Finance Parties 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.

Senior Facility Agreement has the meaning given to it in the Intercreditor Agreement



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. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 18 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
20 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 OCTOBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES