

MG01

Particulars of a mortgage or charge

095476/26



IRIS
LASERFORM

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 particulars of a charge for company. To do this, please use form MG01s

THURSDAY



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A32

15/09/2011

34

COMPANIES HOUSE

1

Company details

Company number

0 7 7 1 9 4 3 3

Company name in full

MCLAREN CAMBRIDGE STUDENT LIMITED

2

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 *

2

Date of creation of charge

Date of creation

0 7 0 9 2 0 1 1

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

Debenture dated 7 September 2011 made between (1) McLaren Cambridge Brunswick Limited (the "Company") and (2) The Co-Operative Bank PLC (the "Bank") (the "Debenture")

4

Amount secured

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

Amount secured

All monies, obligations and liabilities now or at any time hereafter due, owing or incurred by the Company to the Bank on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person), including interest, discount, commission, bank charges and other charges and expenses charged by the Bank. Such interest shall be calculated and compounded in accordance with the usual practice of the Bank for the time being as well after as before any demand made or judgment obtained under the Debenture

Continuation page

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

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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 Co-Operative Bank PLC

Address PO Box 101, 1 Balloon Street

Manchester

Postcode M 6 0 4 E P

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

1 PROPERTY MORTGAGED OR CHARGED

1 1 The Company with full title guarantee hereby charges to the Bank as security for the payment and discharge of the Secured Obligations

1 1 1 by way of legal mortgage all freehold and leasehold property (including heritable property situate in Scotland) of the Company at the date of the Debenture (including the property specified in the Schedule) and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property,

1 1 2 by way of fixed charge all estates and interests of the Company in freehold, leasehold property (including heritable property situate in Scotland) and other immovable property (wherever situate), now or at any time hereafter during the continuance of this security belonging to or charged to the Company (not being charged by Clause 1 1 1) and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property,

1 1 3 by way of fixed charge the benefit of all its rights, present and future, under covenants for title given in relation to the Property and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being (including rights to rental income, licence fees, mesne profits and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons,

1 1 4 by way of fixed charge the benefit of all its rights, present and future, under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property,

Please see attached continuation sheet

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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

None

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 *Borlatts LLP*
for and on behalf of The Co-operative Bank plc X

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

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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 Nick Burt Ref 81210 9

Company name Birketts LLP

Address Daedalus House

30 Station Road

Post town Cambridge

County/Region Cambridgeshire

Postcode C B 1 2 R E

Country UK

DX 131969 Cambridge 6

Telephone 01223 326614



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

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6		Short particulars of all the property mortgaged or charged	
		Please give the short particulars of the property mortgaged or charged	
Short particulars	1 1 5	by way of fixed charge the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property,	
	1 1 6	by way of fixed charge all licences, consents and authorisations (both public and private), present and future, held by it in connection with any of its activities,	
	1 1 7	by way of fixed charge all its present and future plant and machinery (save to the extent that such plant and machinery forms part of its stock in trade or work in progress),	
	1 1 8	by way of fixed charge all its present and future vehicles (save to the extent that such vehicles forms part of its stock in trade or work in progress),	
	1 1 9	by way of fixed charge all its present and future computers (save to the extent that such computers forms part of its stock in trade or work in progress),	
	1 1 10	by way of fixed charge all its present and future office equipment (save to the extent that such office equipment forms part of its stock in trade or work in progress),	
	1 1 11	by way of fixed charge all other equipment present and future not more particularly charged by this Clause 1 1 (unless it forms part of its stock in trade or work in progress) together with all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement,	
	1 1 12	by way of fixed charge all its goodwill and uncalled capital, present and future,	
	1 1 13	by way of fixed charge all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, now and at any time during the continuance of this security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto,	
	1 1 14	by way of fixed charge all interests in and rights under policies of insurance and assurance now or at any time during the continuance of this security belonging to the Company, and all its rights, present and future, to other compensation monies from time to time payable in respect of the Charged Assets,	
	1 1 15	by way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them, now or at any time during the continuance of this security belonging to the Company, including all the Company's rights under any agreements, both present or future, relating to the use or exploitation of such rights,	

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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

1 1 16 by way of fixed charge the Deposits,

1 1 17 by way of fixed charge all Book Debts,

1 1 18 by way of fixed charge all Payment Obligations,

1 1 19 by way of fixed charge all Refundables,

which together with the Book Debts and Payment Obligations are hereinafter described as "**Receivables**" and references to "**Book Debts**", "**Payment Obligations**", "**Refundables**" and "**Receivables**" shall include the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and Encumbrances),

1 1 20 by way of fixed charge, with effect from the opening or establishment of any Collections Account, all monies standing to the credit of such Collections Account,

1 1 21 by way of fixed charge all Account Balances (not being charged by Clause 1 1 20 above),

1 1 22 by way of floating charge all its undertaking, property and assets, whatever and wherever, both present and future except to the extent effectively charged under the preceding provisions of this Clause 1

1 2 The fixed charges created by clauses 1 1 7 to 1 1 10 shall, in each case, include all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement

1 3 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986

2. NEGATIVE PLEDGE

2 1 The Company shall not, without the prior written consent of the Bank, create or allow to subsist any Encumbrance (other than Permitted Security) over any Charged Assets (whether ranking in priority to, pari passu with or subsequent to the security created by the Debenture) or attempt or agree to do so

2 2 Subject to the terms of the Facility Agreement, the Company shall not, without the prior written consent of the Bank, sell, transfer, lease, assign, factor, discount or otherwise part with possession or dispose of (or attempt or agree to do any of the foregoing) the whole or any part of any property, asset or right of the Company, whether present or future (except for a disposal at market value in the usual course of trading of Charged Assets which are not stated to be charged by the Debenture by way of legal mortgage or fixed charge and which are not then subject to a fixed charge which was originally a floating charge)

2 3 The Company hereby applies₂ (and undertakes immediately following its acquisition of any freehold or leasehold property to apply) to the Chief Land Registrar at HM Land

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Registry for a restriction to be entered on the register of title of all registered freehold and leasehold property of the Company, present and future, in the following terms

2 3 1 "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of The Co-operative Bank p l c referred to in the charges register"

2 4 Prior to the occurrence of a Termination Event which is continuing, the Bank hereby authorises the Company to make (or, in the case of the Security Accounts in respect of which the Bank has signing rights, the Bank shall, if so directed by the Company, make) the Permitted Withdrawals from all or any amount of the Deposits

2 5 Whilst a Termination Event is continuing and subject to the terms of the Intercreditor Deed and the Facility Agreement, the Company shall not (save with the prior written consent of the Bank)

2 5 1 withdraw or transfer all or any part of the Deposits, or

2 5 2 do, or permit to be done by any person other than the Bank, any act or thing which would depreciate, jeopardise or otherwise prejudice the security held by the Bank over the Deposits or materially diminish the value of the Deposits (including, without limitation, closing the Security Accounts)

3 CRYSTALLISATION OF FLOATING CHARGE

3 1 Whilst a Termination Event is continuing, the Bank may by notice in writing to the Company convert the floating charge created by Clause 1 1 22 into a fixed charge as regards the Charged Assets specified in the notice

3 2 The floating charge created by Clause 1 1 22 shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in respect of any asset comprising the Charged Assets

3 2 1 upon there being a breach of Clause 2 1 or 2 2 in relation to that asset, or

3 2 2 upon the presentation or making of any application for a warrant of execution, writ of fieri facias, third party debt order, charging order or court order with analogous effect in respect of that asset, or upon any person levying or attempting to levy any distress or execution against that asset, or any person effecting or attempting to effect any lawful seizure (whether permitted by contract or by law) in respect of that asset

4 DEFINITIONS AND INTERPRETATION

4 1 Terms defined in the Facility Agreement (as defined below) shall have the same meanings when used in the Debenture and, where the context so admits, the following terms shall have the following meanings

"1925 Act" means the Law of Property Act 1925,

"Account Balances" means all monies standing to the credit of the Company from time to time on any and all accounts with any bank or financial institution,

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"the Bank" includes persons deriving title under the Bank, its successors and assigns and any company with which it may amalgamate,

"Book Debts" means all present and future book debts of the Company,

"Collections Account" such specifically designated account as the Bank from time to time direct for the payment or receipt of all Receivables,

"Charged Assets" means all property, assets and rights of the Company, both present and future which are for the time being subject to the security created by or pursuant to the Debenture and (unless the context requires otherwise) shall include each and every part thereof,

"Deposits" all monies from time to time standing to the credit of the Security Accounts together with all other rights and benefits accruing to or arising in connection with the Security Accounts (including, but not limited to, entitlements to interest),

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien (save where arising by operation of law in the usual course of business), hypothecation, preferential right (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security, or other security interest of any kind,

"Facility Agreement" means the term loan facility agreement dated on or about the date hereof made between the Company and the Bank,

"General Account" the account in the name of the Company with the Bank as that account may be renumbered or redesignated from time to time and all rights of the Company in relation to such account and as more particularly described in the Debenture,

"Intercreditor Deed" means the intercreditor deed entered into between, amongst others, the Company and the Bank on or about the date hereof,

"Master Murabaha Agreement" the master murabaha agreement between the Company and QIB (UK) plc,

"Murabaha Security" means the Security Documents (as that term is defined in the Master Murabaha Agreement, as varied, amended, supplemented or novated from time to time),

"Junior Remedy Account" the account in the name of the Company with the Bank as that account may be renumbered or redesignated from time to time and all rights of the Company in relation to such account and as more particularly described in the Debenture,

"Payment Obligations" means all present and future debts (other than Book Debts) and monetary claims and all other amounts recoverable or receivable (whether ascertained or not) by the Company or due or owing to the Company,

"Permitted Security" means any mortgage, charge, lien or other encumbrance or interest

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<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 20px; margin: 0 auto;">6</div>	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="311 369 1037 403">Please give the short particulars of the property mortgaged or charged</p> <div style="margin-top: 20px;"> <p>a) in favour of the Bank,</p> <p>b) which is Murabaha Security,</p> <p>c) expressly permitted in writing by the Bank, and</p> <p>d) the restriction at entry 4 of the proprietorship register of Land Registry title number CB359896 in respect of schedule 1 of an Agreement for Sale dated 2 November 2007 between (1) Berkeley Homes (South East London) Limited (2) LDC (Brunswick) Limited and (3) LDC (Holdings) plc, and</p> <p>e) arising in the ordinary course of business by operation of law and discharged as soon as possible, but in any event, within 30 days,</p> <p>Permitted Withdrawals: means</p> <p>(a) withdrawals to be made from the Rent Account to pay any sums due to Corporate Residential Management Limited pursuant to the management agreement dated on or about the date hereof and made between the Company and Corporate Residential Management Limited, and/or</p> <p>(b) withdrawals to be made from the Buffer Account to pay any other costs in relation to the Property, and/or</p> <p>(c) withdrawals required by the Bank to be made by the Company to pay such sums into the Company's other accounts with the Bank, and/or</p> <p>(d) withdrawals to be made from the General Account (including, without limitation, to pay any sums due to QIB (UK) plc pursuant to a master murabaha agreement dated on or about the date hereof (as may be amended, novated, supplemented or varied from time to time)), and/or</p> <p>(e) any other withdrawals permitted under the Intercreditor Deed and/or the Facility Agreement,</p> <p>"Property" means the property referred to in Clauses 1 1 1 and 1 1 2 of the Debenture and includes each and every part thereof,</p> <p>"Refundables" means all present and future payments of or entitlements to claim payment or repayment of any taxes, insurance premiums or other over-payments by the Company,</p> <p>Security Accounts: means the Rent Account, the Buffer Account, the Junior Remedy Account, the Senior Remedy Account and the General Account as those accounts may be renumbered or redesignated from time to time and all rights of the Company in relation to such accounts,</p> <p>"Secured Obligations" means all monies, obligations and liabilities now or at any time hereafter due, owing or incurred by the Company to the Bank on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person), including interest, discount, commission, bank charges and other charges and expenses charged by the Bank. Such interest shall be calculated and compounded in accordance with the usual practice of the Bank for the time being as well after as before any demand made or judgment obtained under the</p> </div>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

Debenture

"Termination Event" has the meaning given to it in the Facility Agreement

4 2 The Debenture is subject to the terms of the Intercreditor Deed



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

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

COMPANY NO. 7719433
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7
SEPTEMBER 2011 AND CREATED BY MCLAREN CAMBRIDGE
STUDENT LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE CO-OPERATIVE
BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 15 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER
2011

04



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES