

135626 / 13

In accordance with
Section 860 of the
Companies Act 2006

MG01**Particulars of a mortgage or charge****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 for
Scottish company. To do
please use MG01s

WEDNESDAY



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COMPANIES HOUSE

1**Company details**

5

For official use

Company number

4 3 1 3 9 9 5

Company name in full

Liberty Living (Severn Point) Limited (the "Chargor")

→ Filling 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 2 1 1 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

A group debenture dated 2 November 2011 (the "**Debenture**") between, amongst others, (1)
The Chargor and (2) HSBC Corporate Trustee Company (UK) Limited (the "**Security
Trustee**")

4**Amount secured**

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

Amount secured

Please see attached continuation page

Continuation page

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

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

(a) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture) and,

(b) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to the Private Placement Finance Documents (including all monies covenanted to be paid under the Debenture),

(the "**Secured Liabilities**")

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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

HSBC Corporate Trustee Company (UK) Limited

Address

8 Canada Square

London

Postcode

E 1 4 5 H Q

Name

Address

Postcode

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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

Please see attached continuation page

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short
particulars

1 1

FIXED CHARGES

The Chargor has charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

1 1 1 by way of first legal mortgage -

- (a) the Real Property (if any) specified in Part 1 of Schedule 2 (*Details of Security Assets*) of the Debenture, as shown below, and
- (b) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Chargor (not charged by Clause 4 2 1(a) of the Debenture),

1 1 2 by way of first fixed charge -

- (a) all other Real Property and all interests in Real Property (not charged by Clause 4 2 1 of the Debenture),
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land,
- (c) present and future rents and other sums due to the Chargor under any Occupational Lease,
- (d) present and future rents and other sums due to a Chargor under any Nomination Agreement,
- (e) the proceeds of sale of all Real Property,
- (f) all plant and machinery (not charged by Clause 4 1 1 or 4 1 2 of the Debenture) and, in each case, the benefit of all contracts, licences and warranties relating to the same,
- (g) all computers, vehicles, office equipment and other equipment (not charged by Clause 4 1 2(f) of the Debenture) and, in each case the benefit of all contracts, licences and warranties relating to the same,
- (h) the Charged Securities referred to in Part 2 of Schedule 2 (*Details of Security Assets*) of the Debenture, as shown below, and
- (i) all other Charged Securities (not charged by Clause 4 1 2(h) of the Debenture) and in each case, together with -
 - (i) all Related Rights from time to time accruing to those Charged Securities and

Particulars of a mortgage or charge

6		Short particulars of all the property mortgaged or charged	
		Please give us the short particulars of the property mortgaged or charged	
Short particulars		<p>(ii) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>(j) each -</p> <p>(i) Account and all monies at any time standing to the credit of the Accounts including any Security Collection Accounts,</p> <p>(ii) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by Clause 4 1 2(j)(i) of the Debenture) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>(k) the Intellectual Property,</p> <p>(l) each Insurance Policy and all claims under each Insurance Policy and all Insurance Proceeds,</p> <p>(m) any Assigned Asset to the extent that any Assigned Asset is not effectively assigned under Clause 4 2 (<i>Security assignments</i>) of the Debenture,</p> <p>(n) (to the extent not otherwise charged or assigned in the Debenture) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets,</p> <p>(o) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>(p) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor</p>	
	1 2	SECURITY ASSIGNMENTS	
		The Chargor has assigned and agreed to assign by way of security (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to -	
	1 2 1	all Receivables (other than pursuant to any claims under an Insurance Policy or Insurance Proceeds where such claims or proceeds are subject to a valid fixed charge pursuant to Clause 4 1 2(l) of the Debenture), and	
	1 2 2	each Specific Contract (save for any Specific Contract which is expressed to be non-assignable),	

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short
particulars

together with all Related Rights in respect of such Security Assets

2 FLOATING CHARGE

The Chargor charged and agreed to charge by way of first floating charge all of its present and future

2 1 assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to Clause 4 1 (*Fixed Charges*) of the Debenture, Clause 4 2 (*Security assignments*) of the Debenture or any other provision of the Debenture, and

2 2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

3 NEGATIVE PLEDGE AND DISPOSALS

The Chargor has agreed not to do any of the following without the prior written consent of the Security Trustee

3 1 create or permit to subsist any Security or Quasi-Security on any Security Asset, or

3 2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset (except as permitted in the Senior Facility Agreement)

4 QUALIFYING FLOATING CHARGE

Paragraph 14 of Schedule B1 to 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)

Definitions.-

"Accession Deed" means an accession deed substantially in the form set out in Schedule 7 (*Form of Accession Deed*) of the Debenture

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Agreement for Lease" means an agreement to grant an Occupational Lease

"Assigned Assets" means the Security Assets expressed to be assigned by way of security pursuant to clause 1 2 (*Security assignments*) of the Debenture

"Account" means -

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Please give us the short particulars of the property mortgaged or charged		
Short particulars	<p>(a) each Rent Collection Account</p> <p>(b) the Operating Account</p> <p>(c) the Rent Account</p> <p>(d) the Proceeds Account and</p> <p>(e) any other bank account opened at the request or with the consent of the Agent</p> <p>and shall include any ledgers within such accounts</p> <p>"Agent" means HSBC Bank plc</p> <p>"Authorisations" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities</p> <p>"Charged Securities" means -</p> <p>(a) the securities specified in Part 2 of Schedule 2 (<i>Details of Security Assets</i>) of the Debenture (as shown below) and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "<i>investments</i>" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time</p> <p>"Charging Companies" means -</p> <p>(a) the Chargor and</p> <p>(b) any other company which accedes to the Debenture pursuant to an Accession Deed</p> <p>"Commercial Lease" means any lease, tenancy or occupational arrangement relating to the commercial units at a Property</p> <p>"Company" means Liberty Living Properties Limited</p>	

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short
particulars

"Finance Document"

has the meaning given to it under the definition of "Finance Document" in the Senior Facility Agreement

"Hedging Agreement"

means -

(a) any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by any Obligor and a Hedging Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Facility (as defined in the Senior Facility Agreement) which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into in accordance with Clause 11.1 (*Hedging*) of the Senior Facility Agreement and

(b) any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by any Obligor and a Hedging Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Private Placement Debt which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into in accordance with the Private Placement Documents

"Hedging Counterparty"

means -

(a) an Original Hedging Counterparty and

(b) a Lender or an Affiliate of a Lender which has become a party to the Intercreditor Deed as a Hedging Counterparty in accordance with the provisions of the Intercreditor Deed including where such Hedging Counterparty has ceased to be a Lender or an Affiliate of a Lender

"Holding Company"

means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

"Insurance Policy"

means any policy or contract of insurance entered into by or on behalf of an Obligor in accordance with the Finance Documents

"Insurance Proceeds"

means any proceeds (other than in relation to third party liabilities that are actually applied to meet such liabilities or loss of Rental Income) received by an Obligor under or pursuant to any Insurance Policy (or equivalent) after the date of the Senior Facility Agreement

"Intellectual Property"

means any of the following -

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars	<p>(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above</p> <p>(b) any invention, copyright, design right or performance right</p> <p>(c) any trade secrets, know-how and confidential information and</p> <p>(d) the benefit of any agreement or licence for the use of any such right</p> <p>"Intercreditor Deed" means the intercreditor deed dated on or about the date of the Senior Facility Agreement and made between (amongst others) (1) the parties listed in Schedule 1 of the Senior Facility Agreement, (2) the Security Trustee and (3) the Obligors</p> <p>"Intra-Group Loans" means -</p> <p>(a) any intra-group loan agreement made between the Obligors and</p> <p>any eurobond issued by Liberty Living UK Limited to any other Obligor</p> <p>"Facility" has the meaning given to it in the Senior Facility Agreement</p> <p>"Lease Documents" means -</p> <p>(a) an Agreement for Lease</p> <p>(b) an Occupational Lease</p> <p>(c) a Commercial Lease or</p> <p>any other document designated as such by the Agent and the Company</p> <p>"Lender" has the meaning given to it under the Senior Facility Agreement</p>
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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars	"Nomination Agreement"	means an agreement between an Obligor and a higher education institution, healthcare establishment or other institution or establishment employing or engaging key workers pursuant to which an Obligor agrees to make available some or all of its residential accommodation for persons nominated by that institution on condition that the institution's nominee enters into a tenancy agreement conforming to the terms of the agreement in return for an undertaking to recompense a pre-agreed amount for rooms reserved that are not contractually utilised
	"Obligor"	means the meaning given to it in the Senior Facility Agreement
	"Occupational Lease"	means any occupational lease or licence or other right of occupation to which any Property may be subject from time to time including any such lease, licence or right of occupation pursuant to which key workers, wardens, tutors, students, staff members, conference delegates, vacation guests, and their respective families enjoy temporary occupation or possession of the whole or any part of a Property for residential purposes
	"Operating Account"	has the meaning given to it in Clause 18 4 (<i>Operating Account</i>) of the Senior Facility Agreement
	"Original Hedging Counterparty"	as defined in Part 4 of Schedule 1 of the Senior Facility Agreement
	"Private Placement Debt"	means the aggregate amount outstanding for the time being under the Private Placement Documents
	"Private Placement Documents"	means the note purchase agreement dated on or around the date of the Debenture and entered into by the Company in favour of the Purchasers (as such term is defined therein)
	"Private Placement Finance Documents"	means the "Finance Documents" as defined in the Private Placement Document
	"Proceeds Account"	has the meaning given to it in Clause 18 5 (<i>Proceeds Account</i>) of the Senior Facility Agreement
	"Property"	has the meaning given to it in the Senior Facility Agreement
	"Quasi-Security"	means an arrangement or transaction described in Clause 23 4 2 of the Senior Facility Agreement

6	Short particulars of all the property mortgaged or charged	
	Please give us the short particulars of the property mortgaged or charged	
	<p>"Real Property"</p> <p>"Receivables"</p> <p>"Receiver"</p> <p>"Related Rights"</p> <p>"Rent Account"</p>	<p>means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in Part 1 of Schedule 2 (<i>Details of Security Assets</i>) of the Debenture but expressly excluding heritable property in Scotland), together with -</p> <ul style="list-style-type: none"> (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon (b) all easements, rights and agreements in respect of the land in England and Wales and (c) the benefit of all covenants given in respect thereof of the land in England and Wales <p>means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with -</p> <ul style="list-style-type: none"> (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights) and (b) all proceeds of any of the foregoing <p>means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Debenture</p> <p>means, in relation to any Charged Security -</p> <ul style="list-style-type: none"> (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition and (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise <p>has the meaning given to it in Clause 18.2 (<i>Rent Account</i>) of the Senior Facility Agreement</p>

Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

"Rent Collection Account"	has the meaning given to it in Clause 18.1.2 (<i>Designation of Accounts</i>) of the Senior Facility Agreement
"Rental Income"	has the meaning given to it in the Senior Facility Agreement
"Secured Documents"	means the Finance Documents and the Private Placement Finance Documents
"Secured Parties"	means - <ul style="list-style-type: none"> (a) as such term is defined in the Senior Facility Agreement or (b) as such term is defined in the Private Placement Document
"Security"	means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Security Asset"	means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture
"Security Collection Account"	has the meaning given to that term in Clause 11.5.1 of the Debenture
"Security Period"	means the period beginning on the date of the Debenture and ending on the date on which - <ul style="list-style-type: none"> (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Secured Documents

Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

"Senior Facility Agreement" means the senior single currency term and revolving loan facility agreement between (1) Liberty Living Properties Limited as the company, (2) the companies listed in Part 1 of Schedule 1 therein together with the Company as the original borrowers, (3) the companies listed in Part 2 of Schedule 1 therein together with the Company, as the original guarantors, (4) The Royal Bank of Scotland plc and HSBC Bank plc as mandated lead arrangers, (5) the financial institutions listed in Part 3 of Schedule 1 therein as lenders, (6) the financial institutions listed in Part 4 of Schedule 1 therein as original hedging counterparties, (7) HSBC Bank plc as agent of the other finance parties and (8) HSBC Corporate Trustee Company (UK) limited as security trustee for the secured parties pursuant to which the original lenders agreed to make certain facilities available to the borrowers

"Specific Contracts" means the Hedging Agreements, each Insurance Policy, the Intra-Group Loans, the Lease Documents, the Nomination Agreements, the agreements specified in Part 3 of Schedule 2 (*Details of Security Assets*) of the Debenture (and as shown below) and any agreement specified in Schedule 2 of the Debenture to any deed of accession by which the Chargor becomes a party to the Debenture

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Act

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

SCHEDULE 2

PART 1 - REAL PROPERTY

PROPERTIES LOCATED IN ENGLAND AND WALES

PROPERTY NUMBER	PROPERTY	TITLE	CLASS OF TITLE	PROPRIETOR	LAND REGISTRY DESCRIPTION OF PROPERTY
Bedford					
1	Liberty Park, Bedford	BD250002	Leasehold	Polhill Properties Limited	Liberty Park, Polhill Avenue, Bedford

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Birmingham						
2	The Beeches, Birmingham	WM57274 1	Freehold	Liberty Students (Birmingham) Limited	Living TB	Midland Nerve Hospital, Elevtham Road, Edgbaston
3	Queen's Hospital Close, Birmingham	WM58435 3	Freehold	Liberty Students (Birmingham) Limited	Living QHC	The Birmingham Accident Hospital, Bath Row
4	Hunter Court, Birmingham	WM59540 5	Freehold	Liberty Students (Birmingham) Limited	Living HC	Land and buildings on the south-east side of Pershore Road, Edgbaston
Cardiff						
5	Allensbank House, Cardiff	CYM14425 3	Freehold	Liberty Living Nation Properties Limited		Land on the West side of Allensbank Road, Cardiff
		WA679994	Freehold	Liberty Living Nation Properties Limited		Land and buildings on the West side of Allensbank Road
6	Cambrian Point, Cardiff	CYM27053 5	Leasehold	Liberty (Cambrian) Limited	Living Point	Premises at Mandy Road, Cardiff
		WA41596	Freehold	Liberty Living (CP) Limited		Land and buildings known as Bearmach House lying to the south side of Mandy Road, Cardiff

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

	7	Evelian Court, Cardiff	CYM16832 5	Leasehold	Liberty Living Residences Limited	Land on the West side of North Road, Gabalfa, Cardiff
			CYM74835	Freehold	Liberty Living Nation Properties Limited	Land at North Road, Gabalfa
			WA172817	Freehold	Liberty Living Nation Properties Limited	Land lying to West side of North Road, Llandaff
	8	Severn Point, Cardiff	CYM74345	Leasehold	Liberty Living (Severn Point) Limited	Land on the North side of North Road, Cardiff
			WA46136	Freehold	Liberty Living (SP) Limited	Land on the North Estate side of Blackweir Terrace, Cardiff
			WA981825	Freehold	Liberty Living (SP) Limited	Land and buildings lying to the north of Blackweir Terrace, North Road, Cardiff
	9	The Bakery, Cardiff	CYM43085 1	Freehold	Liberty Living Nation Properties Limited	Avana Buildings, Pendyrn Street, Cardiff, CF11 6YH
			CYM33427 7	Leasehold	Liberty Living Residences Limited	Avana Buildings, Pendyrn Street, Cardiff
	10	Ty Pont Hearn, Cardiff	CYM19146 9	Leasehold	Liberty Living Nation Properties Limited	25 & 26 Pellett Street, Cardiff
	Coventry					

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	11	Liberty Park, Coventry	WM76132 2	Freehold	Liberty Park (Coventry) Limited	Liberty Park, Queens Road, Coventry CV1 3GX	
	12	West Street	WM23881 3	Freehold	Liberty Living (TP) Limited	Land on the east side of Hamall Row	
			WM25155	Freehold	Liberty Living (TP) Limited	1 and 2 West Street, Coventry	
			WM39591 6	Freehold	Liberty Living (TP) Limited	Land on the North side of All Saints' Lane, Coventry	
			WM43113 5	Freehold	Liberty Living (TP) Limited	Land lying on the South side of West Street, Coventry	
			WM65468 8	Freehold	Liberty Living (TP) Limited	5 and 6 West Street, Coventry	
			WM82846 2	Leasehold	Liberty Living (Trinity Point) Limited	Land and premises at West Street, Coventry	
	Leeds						
	13	Liberty Park, Leeds	WYK72008 3	Freehold	Liberty Park (Leeds) Limited	Land and buildings on the north west side of Marlborough Street, Leeds	
	Leicester						
	14	Liberty Park, Leicester	LT18869	Freehold	Liberty Park (Leicester) Limited	Liberty Buildings, Eastern Boulevard, Leicester, LE2 7BA	
	Liverpool						

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	15	Atlantic Point, Liverpool	MS416906	Freehold	Liberty Living (AP) Limited	Atlantic Point, Naylor Street, Liverpool
			MS435905	Leasehold	Liberty Living (Atlantic Point) Limited	Atlantic Point, Naylor Street, Liverpool
	16	Liberty Park, Liverpool	MS380950	Leasehold	Liberty Park (Liverpool) Limited	Land on the East side of Mason Street, Liverpool
	17	Prospect Point, Liverpool	MS471396	Freehold	Liberty Living (PP) Limited	Land on the North side of Prescot Street, Liverpool
			MS478383	Leasehold	Liberty Living (Prospect Point) Limited	Land on the North side of Prescot Street, Liverpool, L7 8XP
			LA268895	Freehold	Liberty Living (PP) Limited	75-85 Prescot Street, Liverpool
			LA284891	Freehold	Liberty Living (PP) Limited	75-85 Prescot Street, Liverpool
	London					
	18	Liberty Court, City London	EGL54812 3	Leasehold	Liberty Living (City) Limited	Francis Rowley Court, 16 Briset Street, London, EC1M 5HD
	19.	Liberty Hall, City London	EGL54812 4	Leasehold	Liberty Living (City) Limited	Walter Sickert Hall, 29-63 Graham Street, London, N1 8LA
	20	Liberty Fields, London	SGL13022 6	Freehold	Liberty Fields (London) Limited	Henry Wood House, Halsmere Road, London, SE5 9LN

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		TGL24316 7	Freehold	Liberty Fields (London) Limited	Land adjoining the north side of Henry Wood House, 10 Halsmere Road, London, SE5 9LN
21	Liberty House (St John), London	NGL77060 6	Freehold	Two London Properties Limited	214 to 222 (even) St John Street and 15 to 19 Agdon Street, Finsbury, EC1V 4PH
		NGL89091 5	Leasehold	Liberty House (London) Limited	214 to 222 (Even) St John Street and 15-19 Agdon Street, Finsbury, London
22	Liberty House (Sebastian), London	NGL31323 2	Freehold	Two London Properties Limited	1 Sebastian Street, London, EC1V 0HF
		LN71402	Freehold	Two London Properties Limited	151 to 165 (odd numbers) and 177 Goswell Road, London, EC1V 7HJ
		NGL85112 6	Leasehold	Liberty House (London) Limited	153-157 Goswell Road, London, EC1V 7ET
		NGL88594 3	Leasehold	Liberty House (London) Limited	Phase II, 1 Sebastian Street, London, EC1V 0HF
Manchester					
23	Mill Point, Manchester	GM806919	Freehold	Liberty Living (MP) Limited	27 Berry Street, Manchester, M1 2AR

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		GM961222	Leasehold	Liberty Living (Mill Point) LTD	Hanover Mill, Buxton Street, Ardwick, Manchester, M1 2PP
24	Sir Charles Groves Hall, Manchester	GM900508	Leasehold	Liberty Living (Manchester RNCM) Limited	Sir Charles Groves Hall, 4 Booth Street West, Manchester
		GM900509	Leasehold	Liberty Living (Manchester RNCM) Limited	Sir Charles Groves Hall, 4 Booth Street West, Manchester
Newcastle					
25	Quay Point, Newcastle	TY448911	Leasehold	Liberty Living (Quay Point) LTD	Land to the South of Stepney Lane, Newcastle upon Tyne
		TY431556	Leasehold	Liberty Living (QP) Limited	Land on the North side of Melbourne Street, Newcastle upon Tyne
Preston					
26	Foundry Court, Preston	LA778399	Freehold	Liberty Living Nation Properties Limited	Land and buildings on the north side of Victoria Street, Preston, PR1 7LA
		LA946828	Leasehold	Liberty Living Residences Limited	Land and buildings on the north side of Victoria Street, Preston
27	Trinity Student Village,	LA899278	Freehold	Liberty Living Nation Properties Limited	Trinity Annexe, Great Shaw Street, Preston, PR1 2HH

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

	Preston	LA922458	Leasehold	Liberty Living Residences Limited	Trinity Annexe, Great Shaw Street, Preston, PR1 2HH
Southampton					
28	Mercury Point, Southampton	HP599776	Freehold	Liberty Living Nation Properties Limited	Duke Street, Southampton
Stoke on Trent					
29	Liberty Court, Stoke	SF545350	Freehold	Liberty Living Nation Properties Limited	Land to the south of Wellesley Street, Stoke-on-Trent
		SF480138	Leasehold	Liberty Living Residences Limited	College Court, Salisbury Avenue, Stoke-on-Trent, ST1 4NE

PART 2 - SECURITIES

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Liberty Living Properties Limited	Liberty Living Nation Properties Limited CRN 470494	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Living Residences Limited CRN 460895	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Living (Aberdeen) Limited CRN 670297	Ordinary	2,000	2,000

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Liberty Living Properties Limited	Liberty Park (Bedford) Limited CRN 678956	Ordinary	2,000	2,000
Liberty Living Properties Limited	Polhill Properties Limited CRN 678957	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Living Students (Birmingham HC) Limited CRN 1042108	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Living Students (Birmingham QHC) Limited CRN 1042107	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Living Students (Birmingham TB) Limited CRN 1042106	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Park (Coventry) Limited CRN503629	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Park (Leeds) Limited CRN 538280	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Park (Leicester) Limited CRN 538281	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Park (Liverpool) Limited CRN 398811	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Fields (London) Limited	Ordinary	2,000	2,000

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

		CRN 1409671			
Liberty Living Properties Limited	Two London Properties Limited	CRN 485765	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty House (London) Limited	CRN 1448625	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Living (City) Limited	CRN1448623	Ordinary	2,000	2,000
Liberty Living Properties Limited	Luton Park Properties Limited	CRN 1424951	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Living (Manchester RNCM) Limited	CRN 670299	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty House (Manchester) Limited	CRN 685313	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Living (PP2) Limited	CRN 1490528	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Square (Nottingham) Limited	CRN 431853	Ordinary	2,000	2,000
Liberty Living Properties Limited	Liberty Living UK Limited	CRN 6064187	Ordinary	100,000	100,000

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged				
Please give us the short particulars of the property mortgaged or charged					
	Liberty Living UK Limited	Liberty Living (AP) Limited CRN 3633307	Ordinary	98,564	100,000
	Liberty Living Properties Limited	Liberty Living (AP) Limited CRN 3633307	Ordinary	1,436	100,000
	Liberty Living (AP) Limited	Liberty Living (PP) Limited CRN 3991475	Ordinary	3,001	3,001
	Liberty Living (AP) Limited	Liberty Living (Prospect Point) Limited CRN 4637570	Ordinary	2	2
	Liberty Living (AP) Limited	Liberty Living (CP) Limited CRN 4616092	Ordinary	2	2
	Liberty Living (AP) Limited	Liberty Living (Severn Point) Limited CRN 4313995	Ordinary	2	2
	Liberty Living (AP) Limited	Liberty Living (SP) Limited CRN 4017775	Ordinary	2	2
	Liberty Living (AP) Limited	Liberty Living (Trinity Point) Limited CRN 4992358	Ordinary	2	2
	Liberty Living (AP) Limited	Liberty Living (TP) Limited CRN 4330729	Ordinary	2	2
	Liberty Living (AP) Limited	Liberty Living (Mill Point) Limited CRN 4828083	Ordinary	2	2

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Liberty Living (AP) Limited	Liberty Living (MP) Limited CRN 4314013	Ordinary	2	2
Liberty Living (AP) Limited	Liberty Living (Atlantic Point) Limited CRN 3885187	Ordinary	2	2
Liberty Living (Atlantic Point) Limited	Liberty Living (Cambrian Point) Limited CRN 5591986	Ordinary	2	2
Liberty Living (AP) Limited	Liberty Living (Quay Point) Limited CRN 5234174	Ordinary	2	2
Liberty Living (AP) Limited	Liberty Living (QP1) Limited CRN 4616115	Ordinary	2	2
Liberty Living (QP1) Limited	Liberty Living (QP) Limited CRN 4302869	Ordinary	99,002	99,002

PART 3 - SPECIFIC CONTRACTS

INTRA GROUP LOANS

- Intra-Group loans facility made between (1) Liberty Fields (London) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009,
- Intra-Group loans facility made between (1) Liberty House (Manchester) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009,
- Intra-Group loans facility made between (1) Liberty Living (Aberdeen) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009,
- Intra-Group loans facility made between (1) Liberty Living (AP) Limited (as borrower) and (2) Liberty Living UK Limited (as lender) dated 30 November 2010,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Please give us the short particulars of the property mortgaged or charged		
	<ul style="list-style-type: none"> • Intra-Group loans facility made between (1) Liberty Living (City) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009, • Intra-Group loans facility made between (1) Liberty Living (CP) Limited (as borrower) and (2) Liberty Living (AP) Limited (as lender) dated 30 November 2010, • Intra-Group loans facility made between (1) Liberty Living (Manchester RNCM) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009, • Intra-Group loans facility made between (1) Liberty Living (MP) Limited (as borrower) and (2) Liberty Living (AP) Limited (as lender) dated 30 November 2010, • Intra-Group loans facility made between (1) Liberty Living (PP) Limited (as borrower) and (2) Liberty Living (AP) Limited (as lender) dated 30 November 2010, • Intra-Group loans facility made between (1) Liberty Living (QP) Limited (as borrower) and (2) Liberty Living (AP) Limited (as lender) dated 30 November 2010, • Intra-Group loans facility made between (1) Liberty Living (SP) Limited (as borrower) and (2) Liberty Living (AP) Limited (as lender) dated 30 November 2010, • Intra-Group loans facility made between (1) Liberty Living (TP) Limited (as borrower) and (2) Liberty Living (AP) Limited (as lender) dated 30 November 2010, • Intra-Group loans facility made between (1) Liberty Living Nation Properties Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009, • Intra-Group loans facility made between (1) Liberty Living Students (Birmingham HC) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009, • Intra-Group loans facility made between (1) Liberty Living Students (Birmingham QHC) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009, • Intra-Group loans facility made between (1) Liberty Living Students (Birmingham TB) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009, • Intra-Group loans facility made between (1) Liberty Living UK Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 30 November 2010, • Intra-Group loans facility made between (1) Liberty Park (Coventry) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009, • Intra-Group loans facility made between (1) Liberty Park (Leeds) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009, • Intra-Group loans facility made between (1) Liberty Park (Leicester) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009, 	

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

- Intra-Group loans facility made between (1) Liberty Park (Liverpool) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009,
- Intra-Group loans facility made between (1) Liberty Square (Nottingham) Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009,
- Intra-Group loans facility made between (1) Luton Park Properties Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009,
- Intra-Group loans facility made between (1) Polhill Properties Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009, and
- Intra-Group loans facility made between (1) Two London Properties Limited (as borrower) and (2) Liberty Living Properties Limited (as lender) dated 11 August 2009

HEDGING AGREEMENTS

Charging Company	Details of Specific Contract
Liberty Living Properties Limited	Hedging Agreement dated the date of this Deed and entered into with HSBC Bank plc (as Hedging Counterparty)
Liberty Living Properties Limited	Hedging Agreement dated the date of this Deed and entered into with The Royal Bank of Scotland plc (as Hedging Counterparty)

INSURANCE POLICY

Charging Company	Details of Specific Contract
Liberty Living Properties Limited	Insurance Policy - Policy Number RTT 215216

COMMERCIAL LEASES

- (1) Lease dated 11 October 2004 of land and premises v Liberty Park Leicester made between (1) Student Investments (Leicester) Limited (2) Tates Limited (3) A F Blakemore and Son Limited
- (2) Lease dated 19 May 2008 of land and premises at Atlantic Point Liverpool made between (1) Liberty Living (AP) LTD (2) Darren Martin and Thomas Wheligan-Fell (as trustees of the Liverpool Guild of Students
- (3) Lease dated 2 November 2004 of land and premises at Prospect Point Liverpool made between (1) Domain Prescott Street Limited (2) Domain Prescott Street Management Limited (3) Perfect Pizza Limited (t/a Papa Johns Pizza)

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give us the short particulars of the property mortgaged or charged	
	<p>(4) Lease dated 17 January 2006 of land and premises at Prospect Point Liverpool made between (1) Domain Prescott Street Limited (2) Domain Prescott Street Management Limited (3) Starbucks Coffee Company (UK) Limited</p> <p>(5) Lease dated 22 October 2003 of land and premises at Prospect Point Liverpool made between (1) Domain Prescott Street Limited (2) Alfred Jones (Warrington) Limited (t/a Spar)</p> <p>(6) Lease dated 23 March 2006 of land and premises at Prospect Point Liverpool made between (1) Domain Prescott Street Limited (2) Domain Prescott Street Management Limited (3) Subway Realty Limited</p> <p>(7) Lease dated 1 December 2006 of land and premises at Prospect Point Liverpool made between (1) Liberty Living (PP) Limited (2) Lloyds Pharmacy Limited (3) Liberty Living (Prospect Point) Limited</p> <p>(8) Lease dated 9 May 2011 of land and premises at Prospect Point Liverpool made between (1) Liberty Living (PP) Limited (2) Greggs plc (3) Liberty Living (Prospect Point) Limited</p> <p>(9) Lease dated 22 October 2003 of land and premises at Prospect Point Liverpool made between (1) Liberty Living (PP) Limited (2) Pizza Hut (UK) Limited (3) Liberty Living (Prospect Point) Limited</p> <p>(10) Lease dated 19 March 2010 of land and premises at Liberty House (Sebastian) London made between (1) Two London Properties Limited (2) Interni UK Limited</p> <p>(11) Lease dated 10 July 2009 of land and premises at Liberty House (Sebastian) London made between (1) Two London Properties Limited (2) Mr Salman Capti</p> <p>(12) Lease dated 7 September 2007 of land and premises at Mercury Point Southampton made between (1) Unite Integrated Solutions plc (2) Park View Retail Limited</p> <p>NOMINATION AGREEMENTS</p> <p>(1) Nomination Agreement dated 14 August 2006 of land and premises at The Beeches Birmingham made between Liberty Living Students (Birmingham TB) Limited (2) The University of Birmingham</p> <p>(2) Nomination Agreement dated 14 August 2006 of land and premises at Queens Hospital Close Birmingham made between Liberty Living Students (Birmingham QHC) Limited (2) The University of Birmingham</p> <p>(3) Nomination Agreement dated 14 August 2006 of land and premises at Hunters Court Birmingham made between Liberty Living Students (Birmingham HC) Limited (2) The University of Birmingham</p> <p>(4) Nomination Agreement dated 27 March 2006 of land and premises at Quay Point Newcastle made between (1) Domain Melbourne Street Management Limited (2) University of Northumbria at Newcastle (3) Domain Melbourne Street Limited</p>	

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Particulars of a mortgage or charge

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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

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 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 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 *Prusent Mersers 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 Thomas Andrews

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode E C 2 A 4 E S

County

DX

Telephone 020 7490 6473



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 the 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
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4313995
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 2
NOVEMBER 2011 AND CREATED BY LIBERTY LIVING (SEVERN
POINT) LTD. FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED AND/OR THE OTHER SECURED
PARTIES (OR ANY OF THEM) 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 9 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES