

MG01

Particulars of a mortgage or charge



279144/13
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

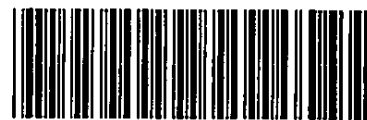
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

SATURDAY



A04

A198A9RV

19/05/2012

#128

COMPANIES HOUSE

1

Company details

Company number 0 7 2 4 2 6 0 7

Company name in full SC Park Place Limited (the "Chargor")

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 *

2

Date of creation of charge

Date of creation d1 d6 m0 m5 y2 y0 y1 y2

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 debenture dated 16 May 2012 (the "Debenture") made between the Chargor
and HSBC Bank plc

4

Amount secured

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

Amount secured

As specified in the continuation page to this form

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

Name HSBC Bank plc (the "Chargee")

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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

Continuation page

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

Short particulars

As specified in the continuation pages to this form

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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

Nil

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

Enriched LLP

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 Susannah Gate

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C 2 V 7 W S

Country

DX DX 154280 Cheapside 8

Telephone 0845 497 0992



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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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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Amount secured

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

Amount secured

The amount secured by the Debenture is all moneys, obligations and liabilities for the time being due, owing or incurred by any or all of the Wider Obligors to the Chargee under or pursuant to any of the Finance Documents in each case:-

- (a) whether incurred actually or contingently and whether alone or jointly with any other person, and
- (b) whether incurred directly to the Chargee or whether the Chargee is entitled to claim the payment or discharge thereof solely by reason of an assignment or transfer to it by the person originally entitled, and
- (c) in whatever currency such moneys, obligations and liabilities may be denominated,

together with all costs (including legal costs) charges and expenses and any VAT thereon incurred by the Chargee and/or any Receiver, in each case on a full indemnity basis, in connection with:-

- (i) the negotiation, execution and perfection of the security constituted by the Debenture, and
- (ii) the enforcement, exercise or preservation of any of the rights contained in the Finance Documents,

(the "**Secured Obligations**")

All capitalised terms used in this form are defined in the Appendix to this form

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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

Mortgages and charges

- 1 The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, with full title guarantee charges in favour of the Chargee -
 - 1.1 by way of first legal mortgage, all the estate and interest of the Chargor in the freehold and/or leasehold (as the case may be) property short particulars of which are set out beside its name in Schedule 1 of the Debenture (as described in Schedule 1 below) and in all other freehold and leasehold property now vested in the Chargor, together with all buildings, fixtures and fittings (excluding, in the case of leasehold property, landlord's fixtures but including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and/or the proceeds of sale thereof (the "**Legally Mortgaged Property**");
 - 1.2 by way of first fixed charge, all the estates and interests of the Chargor in any freehold and/or leasehold property (other than that referred to in clause 3.1.1 of the Debenture (as described at paragraph 1.1 above)) now or at any time during the continuance of the security constituted by the Debenture owned, acquired by or charged to it, together with all buildings, fixtures and fittings (excluding landlord's fixtures but including trade fixtures and fittings and fixed plant and machinery from time to time therein or thereon) and/or the proceeds of sale thereof (the "**Equitably Charged Property**"),
 - 1.3 by way of first fixed charge all its present and future right, title and interest in or to the Accounts (excluding the General Account, which is to be operated in accordance with clause 13.2 (*General Account*) of each Facility Agreement and only in so far as the assignment in clause 3.2 of the Debenture (as described at paragraph 3 below) is ineffective for any reason) and any other account held by the Chargor with any bank or other financial institution and all amounts (including interest) now or in the future standing to the credit of or accrued or accruing on such accounts and the debt or debts thereby constituted,
 - 1.4 by way of first fixed charge all present and future benefits in respect of all policies of insurance of any kind for the time being effected by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest (the "**Insurances**") (save any Insurances which are the subject of an effective assignment under clause 3.2 of the Debenture (as described at paragraph 3 below)),
 - 1.5 by way of first fixed charge all sums now or at any time due or owing to the Chargor by way of grant, subsidy, compensation or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union, and

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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 6 by way of first fixed charge (to the extent that they do not fall within any of the above sub-paragraphs) all book debts, both present and future, due or owing to the Chargor and all other monetary debts and claims (including, without limitation, the proceeds of the realisation of any security, rents, fees, royalties, profits, bonuses and other income) now and from time to time due or owing to the Chargor and the benefits of all rights and remedies relating thereto and all present and future things in action which give rise or may give rise to a debt or debts due or owing to the Chargor (collectively, the "**Book and other Debts**");
- 1 7 by way of first fixed charge, all those shares and other securities referred to in Schedule 2 of the Debenture (as described in Schedule 2 below) (if any) and all other stocks, shares, debentures, bonds and other securities for the time being legally and/or beneficially owned by the Chargor, whether marketable or otherwise, in any company, firm, consortium or entity wheresoever situate, together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, property and other advantages offered at any time by way of bonus, capitalisation, redemption rights or otherwise to the holder thereof or in respect thereof (collectively, the "**Securities**"),
- 1.8 by way of first fixed charge, the uncalled capital, goodwill, licences, trademarks and service marks (including without limitation all symbols, representations and patterns similar to a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, know-how, design rights and all other intellectual property rights now or at any time during the continuance of the security belonging to the Chargor (the "**Goodwill and Intellectual Property**"),
- 1 9 by way of first fixed charge, all amounts realised upon the enforcement or execution of any order of a court under sections 212, 213, 214, 238, 239, 244 and 423 of the Insolvency Act 1986;
- 1 10 by way of first fixed charge, all interests, rights and entitlements of the Chargor in all chattels from time to time hired, leased, or rented by the Chargor to any other person together, in each case, with the benefit of the relevant hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance by such person of its obligations under the same,
- 1.11 by way of first fixed charge, the benefit of any covenants for title from time to time given or entered into by any predecessor in title of the Chargor to all or any part of the Property, any contract for the sale, letting or other disposal of any such Property for the time being and all present and future options to renew leases or purchase reversions (whether or not freehold) in relation to any such Property,

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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

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- 1.12 by way of first fixed charge, the benefit of all rights and claims of the Chargor against all persons from time to time lessees of the whole or any part of the Property and all guarantors and sureties for the obligations of such persons and against all persons who are under any obligation to the Chargor in respect of any works of design, repair, construction or replacement to, in or about any of the Property;
- 1 13 by way of first fixed charge, all the right, title and interest of the Chargor in and to all contracts, agreements or warranties (save any Assigned Agreements which are the subject of an effective assignment under clause 3 2 of the Debenture (as described at paragraph 3 below)), and
- 1 14 by way of floating charge, all sums now or in the future standing to the credit of the General Account, its undertaking and all its other property, assets and rights whatsoever and wheresoever both present or future including, without limitation, the stock in trade of the Chargor and the property, assets and rights mortgaged or charged under clauses 3.1.1 to 3 1 13 inclusive of the Debenture (as described at paragraphs 1 1 to 1 13 above) or assigned by way of security under clause 3 2 of the Debenture (as described at paragraph 3 below) if and in so far as any such mortgage, charge or assignment shall for any reason be ineffective (all such sums, undertaking, property, assets and rights being described in the Debenture as the "**Assets charged by way of Floating Charge**").
- 2 Each of the fixed and floating charges and other security (including, without limitation, the legal mortgage(s) created by clause 3 1 1 of the Debenture (as described at paragraph 1.1)) contained in clause 3 1 of the Debenture (as described at paragraphs 1 and 2) shall be a first ranking charge or security.

Assignments by way of security

3. The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, hereby assigns and agrees to assign absolutely to the Chargee -
- 3 1 all its right, title and interest in and to the Accounts and any moneys from time to time standing to the credit of any such Account, and
- 3 2 the benefit of the Assigned Agreements together with the benefit of all rights, monies, beneficial interests and advantages of the Chargor therein whether present or future, actual or contingent, including all guarantees, warranties, rights and entitlement to all debts and proceeds due to the Chargor thereunder and all claims whatsoever of the Chargor in respect thereof including without limitation claims against insurers and third parties from time to time and all rights of action under or in respect of such

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

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Assigned Agreements (such benefit, claims and rights being "**Associated Rights**")

Conversion into fixed charge

4 With reference to the Assets charged by way of Floating Charge -

4 1 the Chargee may by written notice to the Chargor convert the floating charge created under clause 3 1.14 of the Debenture (as described at paragraph 1.14 above) into a fixed charge as regards any assets specified in such notice -

4 1 1 upon the occurrence of any circumstance which might in the reasonable opinion of the Chargee lead to the appointment of an administrator in relation to the Chargor (or such administrator has been appointed) notwithstanding that the Chargee may elect not to do so, or

4 1.2 if the Chargee reasonably considers such assets to be in danger of seizure, distress, attachment, execution or other legal process or to be otherwise in jeopardy, and

4 2 notwithstanding any provision to the contrary contained in the Debenture, the floating charge created under clause 3 1.14 of the Debenture (as described at paragraph 1.14 above) shall (in addition to the circumstances in which the same will occur under the general law) automatically be converted into a fixed charge -

4.2 1 upon the Chargee issuing a lawful demand for payment or discharge of the Secured Obligations addressed to the Chargor,

4 2 2 if the Chargor fails to comply with its obligations under clause 4 1 of the Debenture (as described at paragraph 6 below), or

4 2 3 if any person levies any distress, attachment, execution or other legal process against any of the Charged Assets so that the charge shall only become fixed as regards the assets to which the levy, distress, attachment, execution or other legal process is made.

Book and other Debts

5. The Chargor covenants with the Chargee that save as expressly permitted by the Pro Cathedral Facility Agreement, at all times during the continuance of the security constituted by the Debenture, it shall.

5 1 get in and realise the Book and other Debts in the ordinary course of its business, and not without the prior written consent of the Chargee sell,

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assign, factor, discount or otherwise charge the Book and other Debts, nor release, exchange, compound, set off or grant time or indulgence in respect of the same, in favour of any other person or purport to do so,

5 2 if called upon to do so by the Chargee following an Event of Default which is continuing, execute in favour of the Chargee or as the Chargee may direct, legal assignments of the whole or any part of the Book and other Debts in such form as the Chargee may require and take such other steps as the Chargee may require to perfect any such assignment including, without limitation, giving notice of the Debenture and/or any such assignment to the person(s) from whom such Book and other Debts are due, owing or incurred;

5.3 pay the proceeds of the Book and other Debts (or such part or category thereof as the Chargee may require) in accordance with clause 13 of the Pro Cathedral Facility Agreement and, pending such payment, hold all such proceeds on trust for the Chargee,

5.4 without the prior written consent of the Chargee not make any withdrawal or direct any payment to be made from any Account save as expressly permitted under the Pro Cathedral Facility Agreement or after the Chargor has been notified by the Chargee in writing that all amounts payable pursuant to the Facility Agreements have been repaid in full, and

5 5 from time to time, forthwith upon opening an account with a bank or financial institution deliver to the person with whom the account is maintained a notice substantially in the form set out in Part 1 of Schedule 3 of the Debenture and use reasonable endeavours to procure that such person delivers to the Chargee a written acknowledgement substantially in the form set out in Part 2 of Schedule 3 of the Debenture. The Chargee acknowledged that the Chargor is not required to deliver a notice to the Chargee under clause 6.5 of the Debenture (this paragraph 5 5) in respect of any of the Accounts

Restrictions on Assigned Agreements

6 The Chargor covenants and agrees with the Chargee that at all times during the continuance of the security constituted by the Debenture it shall (at its own expense) not (otherwise than in favour of the Chargee) assign charge lease or otherwise dispose of or attempt to assign charge lease or otherwise dispose of the Assigned Agreements (or any of them) or do anything which might jeopardise or risk the rights or security of the Chargee hereunder PROVIDED THAT the Debenture does not prevent the Chargor from observing and performing the terms of the Assigned Agreements

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

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Restrictions on charges and disposals (Negative Pledge)

- 7 The Chargor covenants with the Chargee that (save as expressly permitted under the Pro Cathedral Facility Agreement) it shall not at any time during the continuance of the security constituted by the Debenture:-
- 7 1 create or attempt to create or permit to subsist any Security Interest or permit any other proprietary right or interest to arise on or over the Charged Assets or any part thereof or any interest therein other than as created by operation of law or in the ordinary course of business; or
- 7 2 transfer, sell, lease or otherwise dispose of those of the Charged Assets which are secured by legal mortgage or fixed charge hereunder or any part thereof or any interest therein (or attempt or agree so to do) whether by a single transaction or a series of transactions without the Chargee's prior written consent

Power of attorney

8. The Chargor irrevocably and by way of security appoints the Chargee and any person deriving title under the Chargee and separately any Receiver jointly and also severally to be its attorney for and in the name and on behalf of the Chargor and as its act and deed or otherwise to execute and deliver or otherwise perfect any deeds, instruments or assurances which the Chargor may, ought or has agreed to execute or do under the Debenture and has not executed or done or which the Chargee, or the Receiver may consider necessary in connection with the exercise of the rights of the Chargor or the Receiver under the Debenture
9. The Chargor covenants with the Chargee and separately with any Receiver that if required to do so it shall ratify and confirm all deeds, documents, acts and things executed and done and all transactions entered into by any such attorney in the exercise or purported exercise of its or his powers and the Chargor irrevocably acknowledges and agrees that the power of attorney contained in clause 17 1 of the Debenture (as described at paragraph 8 above) is given (inter alia) to secure the performance of the obligations owed by the Chargor to the respective donees.

General

10. The security constituted by the Debenture shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and is in addition to, and shall not merge with, any contractual or other right or remedy or any guarantee, lien, pledge, bill, note or other Security Interest which the Chargee may for the time being hold over all or

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any part of the assets of the Chargor and shall not be in any way prejudiced or affected thereby, or by the invalidity thereof, or by the Chargee hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

Definitions

11 All capitalised terms used in this form are defined in the Appendix to this form

Schedule 1 (Property)

Registered Proprietor	Description and title number
The Chargor	The land and buildings at Pro-Cathedral Park Place, Bristol registered at the Land Registry with title number BL86108

Schedule 2 (Securities)

Name	Company Number	Number and Class of Shares (and where held by nominees, names of nominees)
SC Park Place Management Limited	07615601	1 ordinary share of £1.00
SC Upper School Limited	07615619	1 ordinary share of £1 00

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Short particulars

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply

"Accounts" means the General Account, the Borrower Rent Account, the Retentions Account, the Rectification Account and the Cost Overrun Account,

"Assigned Agreements" means

- (a) the Building Contract,
- (b) the Consultant Appointments,
- (c) the Enabling Works Collateral Warranty,
- (d) the WYG Collateral Warranty,
- (e) the Reliance Letters (to the extent they are capable of being assigned by way of security in favour of the Chargee),
- (f) the Parent Company Guarantee;
- (g) the Lease Documents,
- (h) any Management Agreement,
- (i) the Hedging Arrangements,
- (j) the Insurances; and
- (k) any other document to which the Chargor is a party, which is designated as a Development Document or a Transaction Document by the Chargor and the Chargee,

and also where the context shall so require or permit any of such contracts or agreements and the expression **"Assigned Agreement"** shall also mean any one of such contracts or agreements,

"Assets charged by way of Floating Charge" has the meaning given to it in clause 3 1 14 of the Debenture (as described at paragraph 1.14 above),

"Book and other Debts" has the meaning given to it in clause 3 1 6 of the Debenture (as described at paragraph 1 6 above),

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"Borrowers" means the Pro Cathedral Borrower and the Upper School Borrower, each a **"Borrower"**,

"Borrower Rent Account" has the meaning given to it in the Pro Cathedral Facility Agreement;

"Building Contract" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Charged Assets" means all of the undertaking, property, benefits, rights and assets (of whatsoever nature) of the Chargor charged and/or assigned by way of security under the Debenture,

"Consultant Appointments" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Cost Overrun Account" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Development Document" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Enabling Works Collateral Warranty" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Equitably Charged Property" has the meaning given to it in clause 3 1 2 of the Debenture (as described at paragraph 1.2 above),

"Event of Default" has the meaning given to it in each Facility Agreement,

"Facility Agreements" means the Pro Cathedral Facility Agreement and the Upper School Facility Agreement (each a **"Facility Agreement"**);

"Finance Documents" has the meaning given to it in each Facility Agreement;

"General Account" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Goodwill and Intellectual Property" has the meaning given to it in clause 3 1 8 of the Debenture (as described at paragraph 1 8 above);

"Hedging Arrangements" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Insurances" has the meaning given to it in clause 3 1 4 of the Debenture (as described at paragraph 1 4 above),

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"Lease Documents" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Legally Mortgaged Property" has the meaning given to it in clause 3.1.1 of the Debenture (as described at paragraph 1.1 above);

"Management Agreement" has the meaning given to it in the Pro Cathedral Facility Agreement;

"Operator" means SC Park Place Management Limited, a limited liability company established under the laws of England and Wales with number 07615601 having its registered office at 70 High Street, Fareham, Hampshire PO16 7BB;

"Parent Company Guarantee" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Pro Cathedral Borrower" means the Chargor

"Pro Cathedral Facility Agreement" means a facility agreement dated 16 May 2012 between the Chargor and the Chargee

"Property" means the Legally Mortgaged Property and the Equitably Charged Property and includes any part thereof,

"Receiver" means any one or more receivers and managers or (if the Chargee so specifies in the relevant appointment) receivers appointed by the Chargee pursuant to the Debenture in respect of the Chargor or in respect of the Charged Assets of the Chargor,

"Rectification Account" has the meaning given to it in each Facility Agreement,

"Reliance Letters" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Retentions Account" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Securities" has the same meaning given to it in clause 3.1.7 of the Debenture (as described at paragraph 1.7 above);

"Security Interest" means any mortgage, charge, assignment by way of security, hypothecation, pledge, declaration of trust, lien, right of set-off or combination of accounts, or any security interest whatsoever, howsoever created or arising,

"Shareholder" means Student Castle Investments LLP, a limited liability partnership established under the laws of England and Wales with number

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OC352866 having its registered office at 70 High Street, Fareham, Hampshire, PO16 7BB,

"Transaction Document" has the meaning given to it in the Pro Cathedral Facility Agreement,

"Upper School Borrower" means SC Upper School Limited, a limited liability company registered in England and Wales with company number 07615619 and whose registered office is at 70 High Street, Fareham, Hampshire, PO16 7BB,

"Upper School Facility Agreement" means the facility agreement dated 16 May 2012 between the Borrowers and the Chargee,

"Wider Obligor" means each Borrower, the Operator and the Shareholder, and

"WYG Collateral Warranty" has the meaning given to it in the Pro Cathedral Facility Agreement

Construction

In this form and its Appendices the following applies:

The expressions **"Chargee"**, **"Wider Obligor"**, **"Chargor"**, **"Borrower"** and **"Operator"** where the context admits include their respective successors, transferees and assigns whether immediate or derivative and any delegates or sub-delegates appointed pursuant to the Debenture.

Except where the context otherwise requires, any reference in the Debenture to:-

- (a) the **"assets"** of any person shall be construed as a reference to all or any part of that person's business, undertaking, property, assets (including any right to receive revenues) and uncalled capital,
- (b) **"tax"** shall be construed as a reference to any present or future tax, levy, impost, deduction, withholding, duty or similar charge (and includes, without limitation, any penalty or interest payable in consequence of any late payment or non-payment of any of the foregoing) by whomsoever and on whomsoever and wheresoever imposed, levied, collected, withheld or assessed,
- (c) **"guarantee"** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness,

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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

- (d) **"indebtedness"** includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent,
- (e) **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
- (f) **"regulation"** includes any regulation, rule, official directive, request or guideline (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation, and
- (g) **"set-off"** includes analogous rights and obligations in jurisdictions other than England and Wales

In this form, where something (or a list of things) is introduced by the word **"including"**, or by the phrase **"in particular"**, or is following by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used)

In the Debenture, an Event of Default is **"continuing"** if it has not been remedied or waived by the Chargee

Unless otherwise indicated, any reference in this form to -

- (a) **"the Debenture"** or any other agreement or document includes a reference to the Debenture or such other agreement or document as the same may from time to time be amended, supplemented, substituted, novated or assigned, and
- (b) **"clauses"** shall be construed as references to clauses, paragraphs and sub-paragraphs respectively of and Schedules to the Debenture,
- (c) a statute or statutory provision includes a reference to such statute or statutory provision as the same may from time to time be amended, re-enacted or consolidated

Expressions defined in each Facility Agreement shall have the same meaning in this form

The provisions of the Debenture are distinct and severable from each other. The invalidity or unenforceability of any provision of the Debenture is not to prejudice or affect the validity or unenforceability of any other such provision.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7242607
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 MAY 2012
AND CREATED BY SC PARK PLACE LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY OR ALL OF
THE WIDER OBLIGORS TO HSBC BANK PLC (THE CHARGE) 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 19 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES