



**Registration of a Charge**

Company name: **SC PARK PLACE MANAGEMENT LIMITED**

Company number: **07615601**



X2ZMKPH4

Received for Electronic Filing: **15/01/2014**

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**Details of Charge**

Date of creation: **13/01/2014**

Charge code: **0761 5601 0002**

Persons entitled: **HSBC BANK PLC**

Brief description: **BY WAY OF FIRST LEGAL MORTGAGE LAND AT STUDENT CASTLE BRISTOL AT THE SITE OF THE FORMER PRO-CATHEDRAL PARK PLACE BRISTOL BS8 1JR AND BEING THE LAND DEMISE BY A LEASE DATED 10 SEPTEMBER 2013 MADE BETWEEN (1) SC PARK PLACE LIMITED AND (2) SC PARK PLACE MANAGEMENT LIMITED (REGISTERED TITLE NUMBER: BL134351) AND ANY BUILDINGS, FIXTURES, FITTINGS, FIXED PLANT OR MACHINERY FROM TIME TO TIME SITUATED ON OR FORMING PART OF SUCH PROPERTY, AND INCLUDES ALL PROCEEDS OF SALE OF SUCH ASSET, ALL RIGHTS, POWERS, BENEFITS, COVENANTS, WARRANTIES, GUARANTEES OR SECURITY GIVEN OR IMPLIED IN RESPECT OF SUCH ASSET, ALL RIGHTS UNDER ANY AGREEMENT FOR SALE, AGREEMENT FOR LEASE OR LICENCE OF OR IN RESPECT OF SUCH ASSET, AND ANY MONIES AND PROCEEDS PAID OR PAYABLE IN RESPECT OF SUCH ASSET) AND IS SUPPLEMENTAL TO A DEBENTURE DATED 16 MAY 2012.**

**Contains fixed charge(s).**

**Notification of addition to or amendment of charge.**

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**Authentication of Form**

## Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SUSANNAH GATE**



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

Company number: 7615601

Charge code: 0761 5601 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th January 2014 and created by SC PARK PLACE MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th January 2014 .

Given at Companies House, Cardiff on 15th January 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



EVERSHEDS

Dated

13<sup>th</sup> January

2014

- (1) SC PARK PLACE MANAGEMENT LIMITED
- (2) HSBC BANK PLC

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## Supplemental Legal Mortgage

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CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL

*Eversheds LLP*

EVERSHEDS LLP  
SOLICITORS

1 WOOD STREET  
LONDON EC2V 7WS

DATE: 14/1/14

Eversheds LLP  
One Wood Street  
London  
EC2V 7WS

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Fax 0845 497 4919  
Int +44 20 7919 4500  
DX 154280 Cheapside 8  
[www.eversheds.com](http://www.eversheds.com)

THIS SUPPLEMENTAL LEGAL MORTGAGE is dated 13 January 2014

between:

- (1) **SC PARK PLACE MANAGEMENT LIMITED** a limited liability company incorporated in England and Wales with company number 07615601 having its registered office at 70 High Street, Fareham, Hampshire PO16 7BB (the "**Operator**"); and
- (2) **HSBC BANK PLC** in its capacity as Lender and Hedging Counterparty under the Finance Documents (the "**Chargee**").

**BACKGROUND:**

- (A) This Supplemental Legal Mortgage is supplemental to a debenture dated 16 May 2012, made between the Operator and the Chargee (the "**Debenture**").
- (B) This is a Security Document (as defined in the Facility Agreement).
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this Supplemental Legal Mortgage:

"**Associated Rights**" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"**Facility Agreement**" means the facility agreement dated 16 May 2012 between SC Park Place Limited as borrower, the Operator, the Lender and the Hedging Counterparty.

"**Property**" means:

- (a) the property specified in Schedule 1 (*Details of Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Associated Rights.

**1.2 Interpretation**

- 1.2.1 Save as provided in Clause 2 (*Incorporated Provisions*) or otherwise defined in this Supplemental Legal Mortgage, capitalised terms defined in the Facility Agreement and/or the Debenture shall have the same meaning in this Supplemental Legal Mortgage.
- 1.2.2 The provisions of Clause 1.3 of the Debenture apply to this Supplemental Legal Mortgage (including the provisions incorporated herein by Clause 2 (*Incorporated Provisions*)) as if expressly set out herein, *mutatis mutandis*, with each reference to the deed therein being deemed to be a reference to this Supplemental Legal Mortgage.
- 1.2.3 The terms of the other Finance Documents are incorporated in this Supplemental Legal Mortgage to the extent required to ensure that any purported disposition of the Property contained in this Supplemental Legal Mortgage is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.2.4 If the Chargee reasonably considers that an amount paid by the Operator or any other person to an Enforcement Party is capable of being avoided or otherwise set aside on the liquidation or administration of the Operator or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Supplemental Legal Mortgage.

## 2. **INCORPORATED PROVISIONS**

For the avoidance of doubt and without prejudice to the generality of the foregoing Clauses, the provisions of the Debenture apply in relation to the Property to the extent that the same apply to the Property (as defined in the Debenture) and (so far as necessary to make them apply to and be enforceable in relation to the Property) they shall be deemed to be incorporated into this Supplemental Legal Mortgage, *mutatis mutandis*, as though set out in full herein with each reference therein to:

- 2.1 **Debenture** being deemed to be a reference to this Supplemental Legal Mortgage; and
- 2.2 **Schedule 1**, being deemed to be a reference to the Schedule to this Supplemental Legal Mortgage.

## 3. **FIXED SECURITY**

- 3.1 The Operator, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, hereby charges by way of first legal mortgage the Property.

4. **APPLICATION TO THE LAND REGISTRY**

The Operator consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Property:

"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 of this Deed*] in favour of HSBC Bank plc referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised officer."

and, where applicable, notice of an obligation to make further advances.

5. **REPRESENTATIONS AND WARRANTIES**

5.1 The Chargor represents and warrants to the Chargee on the date of this Supplemental Legal Mortgage in the terms of the Repeating Representations, in each case as if expressly set out in this Supplemental Legal Mortgage and so far as applicable to the Operator or the Property. Each of the Repeating Representations is made by reference to the facts and circumstances existing at the date of this Supplemental Legal Mortgage.

5.2 The Chargor further represents and warrants as follows:

5.2.1 except for registration of this Supplemental Legal Mortgage under the Companies Act 2006 and the Land Registration Act 2002, it is not necessary to file, register or record this Supplemental Legal Mortgage in any public place or elsewhere;

5.2.2 except for registration fees associated with the registration of this Supplemental Legal Mortgage in accordance with Clause 5.2.1 above, it is not necessary under the laws of the Chargor's jurisdiction of incorporation that this Supplemental Legal Mortgage be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Supplemental Legal Mortgage or the transactions contemplated by it; and

5.2.3 any disclosure required to be made by it to any relevant taxing authority in relation to stamp duty land tax payable on any transactions contemplated by this Supplemental Legal Mortgage has been made.

6. **CONTINUATION**

- 6.1 Except insofar as supplemented hereby, the Debenture will remain in full force and effect.
- 6.2 References in the Debenture to "this deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Supplemental Legal Mortgage and to this Supplemental Legal Mortgage.
- 6.3 This Supplemental Legal Mortgage is supplemental to the Debenture. On and from the date of this Supplemental Legal Mortgage:
- 6.3.1 the Supplemental Legal Mortgage and the Debenture shall be read and construed as one document and in particular the definition of "Property" in the Debenture shall include the Property described in Schedule 1 hereto; and
- 6.3.2 the Operator acknowledges that references to the "Debenture" in the Facility Agreement are references to the Debenture as amended by this Supplemental Legal Mortgage.

**7. THIRD PARTY RIGHTS**

No person has any right under the Third Parties Act to enforce or enjoy the benefit of any term of this Supplemental Legal Mortgage, other than an Enforcement Party, which may do so, or any other person, to the extent that this Supplemental Legal Mortgage or any other of the Finance Documents expressly provides for it to do so. No consent of any person who is not a Party is required to rescind or vary this Supplemental Legal Mortgage at any time. This Clause 7 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.

**8. GOVERNING LAW**

This Supplemental Legal Mortgage and any non-contractual obligations arising out of or in connection with it are governed by English law.

**9. COUNTERPARTS**

This Supplemental Legal Mortgage may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Legal Mortgage. Any party may enter into this Mortgage by signing any such counterpart.

## SCHEDULE 1

### Details of Property

Address	Nature of Interest	Title Number	
Land at Student Castle Bristol at the site of the former Pro- Cathedral Park Place Bristol BS8 1JR and being the land demise by a lease dated <i>10</i> <i>September</i> 2013 made between (1) SC Park Place Limited and (2) SC Park Place Management Limited.	Leasehold	<del>To be allocated</del>  <i>BL134351</i>	<i>Eversheds</i> <i>LHP</i>

**THIS SUPPLEMENTAL LEGAL MORTGAGE** has been entered into as a deed on the date stated at the beginning of this Supplemental Legal Mortgage.

**The Operator**

Executed as a deed by )  
**SC PARK PLACE** )  
**MANAGEMENT LIMITED,** )  
acting by )

Director

Director / Secretary / Witness

Witness name:

Witness address:

Witness occupation:

Executed as a deed by TIM STEPHENS )  
~~for and on behalf of AS ATTORNEY OF~~ )  
**HSBC BANK PLC** )  
in the presence of:- )

Witness signature:

Witness name:

Witness address:

Witness occupation:

LOERANE ANGUS

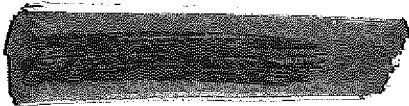
Manager

**THIS SUPPLEMENTAL LEGAL MORTGAGE** has been entered into as a deed on the date stated at the beginning of this Supplemental Legal Mortgage.

**The Operator**

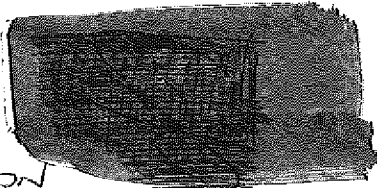
Executed as a deed by  
**SC PARK PLACE  
MANAGEMENT LIMITED,**  
acting by **EDWARD CADE**

)  
)  
)  
)



Director

Director / Secretary / Witness



Witness name: **NICK SIMPSON**

Witness address:



Witness occupation: **Solicitor**

Executed as a deed by  
for and on behalf of  
**HSBC BANK PLC**  
in the presence of:-

)  
)  
)  
)

Witness signature:



Witness name:

Witness address:

Witness occupation: