



Registration of a Charge

Company name: **SC WALMGATE MANAGEMENT LIMITED**

Company number: **08220322**



X4KSWEW1

Received for Electronic Filing: **23/11/2015**

Details of Charge

Date of creation: **20/11/2015**

Charge code: **0822 0322 0003**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **LEASEHOLD LAND AND BUILDINGS KNOWN AS STUDENT CASTLE YORK, 76-82 WALMGATE, YORK Y01 9YN COMPRISING THE WHOLE OF THE FREEHOLD LAND REGISTERED UNDER TITLE NUMBERS NYK50865 AND NYK9795 (BUT EXCLUDING THE LAUNDRY ROOM)**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

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:

SIMON MEAD



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8220322

Charge code: 0822 0322 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2015 and created by SC WALMGATE MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2015 .

Given at Companies House, Cardiff on 24th November 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEED is dated 20 NOVEMBER 2015 between:

SC WALMGATE MANAGEMENT LIMITED of 70 High Street, Fareham PO16 7BB and registered in England and Wales with company number 08047343 (the "Chargor"); and
08220322

Enrolled up

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED in its capacity as "Security Agent";

BACKGROUND:

- (1) This Supplemental Debenture is supplemental to a debenture dated 7 August 2015, made between, amongst others, Student Castle Developments Limited (the "First Chargor") and the Security Agent (the "Debenture").
- (2) The Security Agent and the Chargor designate this Supplemental Debenture as a Security Document for the purposes of the Facilities Agreement.
- (3) The Security Agent holds the benefit of this Supplemental Debenture, including the security created and other rights granted in it on trust for the Secured Parties.
- (4) 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 Debenture:

"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.

"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 (but excluding any fixtures, fittings, plant or machinery which a tenant would pursuant to the terms of an Occupational Lease be entitled to remove from that property at the expiration of any Occupational Lease or sooner),

and includes all Associated Rights.

1.1 Interpretation

- 1.1.1 Save as provided in Clause 2 (*Incorporated Provisions*) or otherwise defined in this Supplemental Debenture, capitalised terms defined in the Facilities Agreement and/or the Debenture shall have the same meaning in this Supplemental Debenture.
- 1.1.2 The provisions of Clause 1.3 of the Debenture apply to this Supplemental Debenture (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 Debenture.

23 NOVEMBER 2015
WE HEREBY CONFIRM
THAT THIS IS A TRUE
COPY OF THE ORIGINAL
SAVE FOR MATERIAL
REDACTED PURSUANT
TO SECTION 679 G
COMPANIES ACT 2006
K. [Signature]

1.1.3 The terms of the other Finance Documents are incorporated in this Supplemental Debenture to the extent required to ensure that any purported disposition of the Property contained in this Supplemental Debenture is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.1.4 If the Security Agent reasonably considers that an amount paid by the Chargor or any other person to a Secured Party is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Supplemental Debenture.

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 Debenture, *mutatis mutandis*, as though set out in full herein with each reference therein to:

Debenture being deemed to be a reference to this Supplemental Debenture; and

Schedule 3, being deemed to be a reference to the Schedule to this Supplemental Debenture.

3. FIXED SECURITY

The Chargor charges with full title guarantee in favour of the Security Agent with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Property.

4. APPLICATION TO THE LAND REGISTRY

The Chargor 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 Corporate Trustee Company (UK) Limited 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. CONTINUATION

5.1 Except insofar as supplemented hereby, the Debenture will remain in full force and effect.

5.2 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 Debenture and to this Supplemental Debenture.

5.3 This Supplemental Debenture is supplemental to the Debenture. On and from the date of this Supplemental Debenture:

5.3.1 the Supplemental Debenture 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 the Schedule hereto; and

5.3.2 the Chargor acknowledges that references to the "Debenture" in the Facilities Agreement are references to the Debenture as amended by this Supplemental Debenture.

6. THIRD PARTY RIGHTS

A person who is not a party to this Supplemental Debenture has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Debenture.

7. GOVERNING LAW

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

8. COUNTERPARTS

This Supplemental Debenture 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 Debenture. Any party may enter into this Mortgage by signing any such counterpart.

THIS DEED has been entered into and is intended to be and is delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1**Details of Property**

Address	Nature of Interest	Title Number
Land and buildings known as Student Castle York, 76-82 Walmgate, York Y01 9YN comprising the whole of the freehold land registered under title numbers NYK50865 and NYK9795 (but excluding the laundry room)	Leasehold pursuant to a lease dated 17 September 2015 and made between (1) SC Walmgate Limited and (2) SC Walmgate Management Limited	None as at the date of this Supplemental Debenture

SC Walmgate Management Limited

Executed as a deed by **SC WALMGATE MANAGEMENT LIMITED** acting by a director and its secretary or by two directors

Director

Director/Secretary

Communications to be delivered to:

Address: 70 HIGH STREET,
FAREHAM, HAMPSHIRE
PO16 7BB

Fax number:

Attention: EDWARD CADE

Email: edward.cade@
studentcastle.co.uk

The Security Agent

Executed as a deed
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, acting by

Its duly authorised attorney
in the presence of:

as attorney for **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

Communications to be delivered to:

Address:

Fax number:

Attention: