



Registration of a Charge

Company name: **ASH8 (MARKET WAY) LIMITED**

Company number: **07242935**

Received for Electronic Filing: **02/01/2018**



X6WSC19L

Details of Charge

Date of creation: **22/12/2017**

Charge code: **0724 2935 0009**

Persons entitled: **U.S. BANK TRUSTEES LIMITED AS ASSETCO SECURITY TRUSTEE**

Brief description: **THE PROPERTY KNOWN AS OR BEING THE GROUP COMPANY
LEASEHOLD AT 10-12 MARKET WAY, COVENTRY AS REGISTERED
AT THE LAND REGISTRY UNDER TITLE NUMBER WM990491. PLEASE
REFER TO THE CHARGE INSTRUMENT FOR FURTHER DETAILS.**

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

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: **WE 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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7242935

Charge code: 0724 2935 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2017 and created by ASH8 (MARKET WAY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd January 2018 .

Given at Companies House, Cardiff on 4th January 2018

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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 2 JANUARY 2018

Signed Osborne Clarke LLP

Osborne Clarke LLP

Chargor Accession Deed

2 Temple Back East

This Chargor Accession Deed is made on

22 December 2017

Temple Quay, Bristol

Between:

BS1 6EG

- (1) Each company listed as a signatory hereto as a New Chargor (the "New Chargors"); and
- (2) U.S. Bank Trustees Limited acting for itself and in its capacity as security trustee for the other AssetCo Secured Creditors (AssetCo Security Trustee) which expression shall include any person for the time being appointed as AssetCo Security Trustee or as an additional AssetCo Security Trustee,

and is supplemental to a Debenture granted by the Original Chargor in favour of the AssetCo Security Trustee on 21 December 2017 (the "Debenture").

This Chargor Accession Deed witnesses as follows:

1. Definitions and Interpretation

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Chargor Accession Deed and sub-clause 1.2 (*Interpretation*) of the Debenture shall apply to this Chargor Accession Deed.

- 1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Assigned Accounts" means an account in the name of Study Inn Group Limited held with HSBC bearing account number [REDACTED] under sort code [REDACTED].

"Assigned Agreements" means [the following agreements:

- (a) the leasehold property comprising 17 Trinity Street, Coventry held pursuant to an underlease dated 27 April 2010 made between (1) ES Coventry Nominee 1 Limited and ES Coventry Nominee 2 Limited and (2) Study Inn Investments (Trinity St) Limited expiring on 24 December 2110 registered at the Land Registry with title number WM979026;
- (b) the leasehold property comprising part of building known as Burges House, Cross Cheaping, Coventry CV1 1FD held pursuant to an underlease dated 2 May 2014 made between (1) Paul Denis Rivlin and Neil Lawson-May, (2) Study Inn Investments (The Burges) Limited and (3) Richard Anthony Moore Haines and Andrew Vaughan expiring on 1 May 2139 registered at the Land Registry with title number MM35810; and
- (c) the leasehold property comprising 10-12 Market Way, Coventry CV1 1DL held pursuant to a lease dated 31 January 2011 made between (1) First Property Sterling General Partner (Nominee 10) Limited and (2) Study Inn Investments (Market Way) Limited expiring on 18 December 2143 registered at the Land Registry with title number WM982197.

2. Confirmation

Each New Chargor confirms that it has read and understood the contents of the Debenture.

3. **Accession**

With effect from the date of this Chargor Accession Deed, each New Chargor becomes party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been a party to the Debenture from the date of the Debenture.

4. **Security**

Without prejudice to the generality of Clause 3 (*Accession*), each New Chargor hereby:

- (a) charges with full title guarantee (subject to any Permitted Security Interests) in favour of the AssetCo Security Trustee as security trustee for itself and the other AssetCo Secured Creditors for the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in it at the date hereof shall be a charge by way of legal mortgage) all of its right, title and interest from time to time in and to each of the following assets:
 - (i) its Mortgaged Property;
 - (ii) its Real Property (other than its Mortgaged Property) (if any);
 - (iii) its Tangible Moveable Property;
 - (iv) all of the Shares together with all Related Rights;
 - (v) its Benefit in and of each Account;
 - (vi) its Benefit in and of any insurance policy;
 - (vii) all Monetary Claims including all Related Rights; and
 - (viii) its Benefit in and of any Authorised Investments;
- (b) assigns with full title guarantee (subject to any Permitted Security Interests) to the AssetCo Security Trustee as security trustee for itself and the other AssetCo Secured Creditors by way of first assignment as security for the payment and discharge of the Secured Obligations all of its right, title and interest from time to time in and to each of the following assets:
 - (i) the Benefit of (severally) any agreements, contracts, deeds, undertakings, guarantees, warranties or other documents entered into by or given to or to be entered into or to be given to it at any time in respect of its real property (if any) and all documents in existence at the date of this Debenture or thereafter necessary to enable the AssetCo Security Trustee (for itself and on behalf of the other AssetCo Secured Creditors) to perfect the same and all the proceeds of any payment of any claims, awards or judgments paid or payable to it under or in respect of the same (including but without limitation all liquidated and ascertained damages payable to it under such document) and all its rights or remedies already in existence or thereafter arising under such document;
 - (ii) the Benefit of its Assigned Agreements and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such agreements payable to it thereunder and all its rights or remedies in existence at the date of this Debenture or thereafter in existence arising thereunder;

- (iii) the Benefit of all tenant covenants, and of all landlord covenants and of all covenants, agreements, undertakings or obligations entered into or to be entered into by any other party to any of its Assigned Agreements or to any licences, deeds, rent deposit agreements, or other deeds or documents supplemental or collateral to any lease and of all guarantees or indemnities in any of the aforesaid;
 - (iv) the Benefit of all rights and claims to which it is at the date of this Debenture or may thereafter become entitled in relation to its real property (including those against all persons who at the date of this Debenture or may at any time be in occupation of its real property under any of its Assigned Agreements and all guarantors and sureties for the obligations of such persons);
 - (v) the Benefit of all guarantees, warranties and representations given or made at the date of this Debenture or thereafter by, and any rights or remedies against, all or any of the designers, builders, contractors, professional advisers, sub-contractors, manufacturers, suppliers and installers of any fixtures including, without limitation, any such guarantees, warranties and representations given pursuant to or in connection with its Assigned Agreements;
 - (vi) all rights to which it is at the date of this Debenture or may thereafter become entitled in respect of the proceeds of any order of the court made pursuant to Sections 238(3), 239(3) or 244 of the Insolvency Act;
 - (vii) all rights and claims in relation to its Assigned Accounts and the proceeds of such Assigned Accounts;
 - (viii) all chattels on its real property now or at any time hereafter hired, leased or rented by it to any other person together in each case with the Benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract; and
 - (ix) the Benefit of all present and future licences held in connection with the business carried on upon its real property or any part thereof and also the right to recover and receive all compensation which may at any time become payable to it under the Licensing Act 1964;
- (c) charges with full title guarantee (subject to any Permitted Security Interests) in favour of the AssetCo Security Trustee as security trustee for itself and the other AssetCo Secured Creditors for the payment and discharge of the Secured Obligations by way of first floating charge all its present and future assets and undertakings (including without limitation, the Reserve Account).

5. Construction

Save as specifically varied in respect of each New Chargor only, the Debenture shall continue and remain in full force and effect and this Chargor Accession Deed shall be read and construed as one with the Debenture so that all references to "this Debenture" in the Debenture shall include reference to this Chargor Accession Deed.

6. Governing Law

This Chargor Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

Schedule to Chargor Accession Deed

Mortgaged Property

Chargor	Address or Description of Property	Title Number (if registered)
ASH8 Investments Pillar Box Properties Limited	71 Hertford St, Coventry	WM812163
Study Inn Investments (Trinity St) Limited	Leasehold at 17 Trinity Street, Coventry	WM979026
Study Inn (Trinity St) Limited	Group Company Leasehold at 17 Trinity Street, Coventry	WM981573
Study Inn Investments (The Burges) Limited	Leasehold at Burges House, Cross Cheaping, Coventry	MM35810
Study Inn (The Burges) Limited	Group Company Leasehold at Burges House, Cross Cheaping, Coventry	MM47624
Study Inn Investments (Market Way) Limited	Leasehold at 10-12 Market Way, Coventry	WM982197
Study Inn (Market Way) Limited	Group Company Leasehold at 10-12 Market Way, Coventry	WM990491
Study Inn Investments (Corporation St) Limited	Freehold at 165 Corporation Street, Coventry	WM404313
Study Inn (Corporation St) Limited	Leasehold at 165 Corporation Street, Coventry	WM988513
Study Inn Investments (175 Corp St) Limited	Freehold at 175 Corporation Street, Coventry	MM31811
Study Inn (175 Corp St) Limited	Leasehold at 175 Corporation Street, Coventry	MM65801
Study Inn Investments (Well St) Limited	Freehold at Chapel Street Tower, Well St, Coventry	MM73081
Study Inn (Well St) Limited	Leasehold at Chapel Street Tower, Well St, Coventry	MM73174
Study Inn Investments (Clarendon St) Limited	Freehold at Lawrence House, Clarendon Street, Nottingham	NT21081
Study Inn (Clarendon St) Limited	Leasehold at Lawrence House, Clarendon Street, Nottingham	NT496478

Shares

Chargor	Issuer of Shares	Number and class of Share
Study Inn Group Holdings Limited	Study Inn Group Limited	48680237 Ordinary Shares
Study Inn Group Limited	ASH8 Investments Pillar Box Properties Limited	150 Ordinary Shares
Study Inn Group Limited	Study Inn Investments (Trinity St) Limited	100 Ordinary Shares
Study Inn Group Limited	Study Inn Investments (The Burges) Limited	100 Ordinary Shares
Study Inn Group Limited	Study Inn Investments (Market Way) Limited	100 Ordinary Shares
Study Inn Group Limited	Study Inn Investments (Corporation St) Limited	100 Ordinary Shares
Study Inn Group Limited	Study Inn Investments (175 Corp St) Limited	100 Ordinary Shares
Study Inn Group Limited	Study Inn Investments (Well St) Limited	100 Ordinary Shares
Study Inn Group Limited	Study Inn Investments (Clarendon St) Limited	100 Ordinary Shares
ASH8 Investments Pillar Box Properties Limited	ASH8 Pillar Box Properties Limited	100 Ordinary Shares
Study Inn Investments (Trinity St) Limited	Study Inn (Trinity St) Limited	100 Ordinary Shares
Study Inn Investments (The Burges) Limited	Study Inn (The Burges) Limited	1 Ordinary Shares
Study Inn Investments (Market Way) Limited	Study Inn (Market Way) Limited	1 Ordinary Shares

Study Inn Investments (Corporation St) Limited	Study Inn (Corporation St) Limited	1 Ordinary Shares
Study Inn Investments (175 Corp St) Limited	Study Inn (175 Corp St) Limited	1 Ordinary Shares
Study Inn Investments (Well St) Limited	Study Inn (Well St) Limited	1 Ordinary Shares
Study Inn Investments (Clarendon St) Limited	Study Inn (Clarendon St) Limited	1 Ordinary Shares

In witness this Chargor Accession Deed is executed on the date appearing at the head of page 1.

EXECUTED as a DEED

by STUDY INN INVESTMENTS (CORPORATION ST) LIMITED

Name: Sean McKeown

Director/Attorney

Signature:

Name: Mark Winn-Smith

Director/Attorney

Signature:

Notice details:

Address: Second Floor, 11 Pilgrim Street, London EC4V 6RN

E-mail: sm@arlingtonadvisors.co.uk

Attention: Sean McKeown

EXECUTED as a DEED

by STUDY INN INVESTMENTS (TRINITY ST) LIMITED

Name: Sean McKeown

Director/Attorney

Signature:

Name: Mark Winn-Smith

Director/Attorney

Signature:

Notice details:

Address: Second Floor, 11 Pilgrim Street, London EC4V 6RN

E-mail: sm@arlingtonadvisors.co.uk

Attention: Sean McKeown

EXECUTED as a DEED

by STUDY INN INVESTMENTS (175 CORP ST) LIMITED

Name: **Sean McKeown**

Director/ Attorney

Signature:

Name: **Mark Winn-Smith**

Director/Attorney

Signature:

Notice details:

Address: Second Floor, 11 Pilgrim Street, London EC4V 6RN

E-mail: sm@arlingtonadvisors.co.uk

Attention: Sean McKeown

EXECUTED as a DEED

by ASH8 INVESTMENTS PILLAR BOX PROPERTIES LIMITED

Name: **Sean McKeown**

Director/Attorney

Signature:

Name: **Mark Winn-Smith**

Director/Attorney

Signature:

Notice details:

Address: Second Floor, 11 Pilgrim Street, London EC4V 6RN

E-mail: sm@arlingtonadvisors.co.uk

Attention: Sean McKeown

EXECUTED as a DEED

by STUDY INN INVESTMENTS (THE BURGESS) LIMITED

Name: **Sean McKeown**

Director/Attorney

Signature:

Name: **Mark Winn-Smith**

Director/Attorney

Signature:

Notice details:

Address: Second Floor, 11 Pilgrim Street, London EC4V 6RN

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Attention: Sean McKeown

EXECUTED as a DEED

by STUDY INN INVESTMENTS (WELL ST) LIMITED

Name: **Sean McKeown**

Director/Attorney

Signature:

Name: **Mark Winn-Smith**

Director/Attorney

Signature:

Notice details:

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Attention: Sean McKeown

EXECUTED as a DEED

by STUDY INN INVESTMENTS (CLARENDON ST) LIMITED

Name: **Sean McKeown**

Director/Attorney

Signature:

Mark Winn-Smith

Name:

Director/Attorney

Signature

Notice details:

Address: Second Floor, 11 Pilgrim Street, London EC4V 6RN

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Attention: Sean McKeown

EXECUTED as a DEED

by STUDY INN INVESTMENTS (MARKET WAY) LIMITED

Name: **Sean McKeown**

Director/Attorney

Signature:

Mark Winn-Smith

Name:

Director/Attorney

Signature:

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Name: Sean McKeown

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Attention: Sean McKeown

EXECUTED as a DEED

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Name: **Sean McKeown**

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Name: **Mark Winn-Smith**

Director/Attorney

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Notice details:

Address: Second Floor, 11 Pilgrim Street, London EC4V 6RN

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Attention: Sean McKeown

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Name: **Sean McKeown**

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Attention: Sean McKeown

EXECUTED as a DEED

by STUDY INN GROUP HOLDINGS LIMITED

Name: Sean McKeown

Director/Attorney

Signature:

Name: Mark Winn-Smith

Director/Attorney

Signature:

Notice details:

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Director/Attorney

Signature:

Notice details:

Address: Second Floor, 11 Pilgrim Street, London EC4V 6RN

E-mail: sm@arlingtonadvisors.co.uk

Attention: Sean McKeown

AssetCo Security Trustee

Executed as a deed)
by **U.S. Bank Trustees Limited**)
in its capacity as AssetCo Security Trustee)
acting by:)

Attorney

Laurence Griffiths
Authorised Signatory

Attorney

Chris Hobbs
Authorised Signatory