



Registration of a Charge

Company Name: **PBSA WARWICK UK LIMITED**

Company Number: **12350233**



XB82SLR4

Received for filing in Electronic Format on the: **12/07/2022**

Details of Charge

Date of creation: **05/07/2022**

Charge code: **1235 0233 0006**

Persons entitled: **NOMURA INTERNATIONAL PLC**

Brief description: **LEASEHOLD PROPERTY KNOWN AS THE STUDENT ACCOMMODATION DEVELOPMENT AT 2 & 3 THE OAKS, WESTWOOD WAY, WESTWOOD BUSINESS PARK, COVENTRY, CV4 8JB AWAITING REGISTRATION AT HM LAND REGISTRY. FOR MORE DETAILS PLEASE REFER TO THE SCHEDULE WITHIN THE INSTRUMENT.**

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: **CARLY HYLAND**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12350233

Charge code: 1235 0233 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th July 2022 and created by PBSA WARWICK UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2022 .

Given at Companies House, Cardiff on 14th July 2022

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**

SUPPLEMENTAL SECURITY AGREEMENT

5 JULY 2022

PBSA WARWICK 2 S.À R.L.

PBSA WARWICK UK LIMITED

and

NOMURA INTERNATIONAL PLC
as Security Agent

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THIS DEED is dated 5 July 2022 and is made

BETWEEN:

- (1) **PBSA WARWICK 2 S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 26A Boulevard Royal, L-2449 Luxembourg, and registered with the Luxembourg trade and companies register under number B238230;
 - (2) **PBSA WARWICK UK LIMITED**, a private limited liability company incorporated in England with registered number 12350233 and its registered office at 8th Floor, Charles House 148 Great Charles Street Queensway, Birmingham, England, B3 3HT;
- (together, the **Chargors**); and
- (3) **NOMURA INTERNATIONAL PLC** as security trustee for the Secured Parties (as defined in the Facility Agreement defined below) (the **Security Agent**).

BACKGROUND:

- (A) Under a security agreement dated 14 April 2021 between the Chargors and the Security Agent (the **Original Security Agreement**), each Chargor charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Transaction Obligor under the Finance Documents.
- (B) In accordance with the facility agreement originally dated 12 April 2021 between, amongst others, the Chargors and the Security Agent as amended pursuant to an amendment and restatement agreement dated 16 July 2021 (as amended, restated and/or supplemented from time to time, the **Facility Agreement**), the Chargors have entered into or will be entering into an Intra-Group Lease and, accordingly, each Chargor has agreed to enter into this Deed in connection with the Facility Agreement.
- (C) This Deed is supplemental to the Original Security Agreement.
- (D) 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 Construction

- (a) Capitalised terms defined in the Original Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:

- (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
- (ii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,
 in each case in respect of or derived from that asset;
- (iii) any **share, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
 in each case in respect of that share, stock, debenture, bond or other security or investment; and
- (iv) the term **this Security** means any Security created by this Deed.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent (acting reasonably) considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Liabilities of the relevant Chargor; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

- (a) Each Chargor charges by way of a first legal mortgage the real property specified in the Schedule (Real property).
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Confirmation

Each Chargor confirms that, as security for the payment of the Secured Liabilities:

- (a) it has charged in favour of the Security Agent by way of first legal mortgage and (as applicable) first fixed charge the assets relating to the real property specified in the Schedule (Real property) and referred to in clauses 2.3 (Securities) to 2.6 (Book debts etc.), paragraph (b) of clause 2.9 (Other contracts) and clause 2.10 (Miscellaneous) of the Original Security Agreement; and
- (b) it has assigned to the Security Agent by way of security the assets relating to the real property specified in the Schedule (Real property) and referred to in clauses 2.7 (Insurances) to paragraph (a) of clause 2.9 (Other contracts) of the Original Security Agreement.

3. INCORPORATION

The provisions of clause 4 (Restrictions on dealings) to 18 (Release) (other than clause 5.2 (Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. LAND REGISTRY

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"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 [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".

5. CONTINUATION

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed.
- (c) This Deed is designated a Finance Document.

6. GOVERNING LAW

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

7. JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or the Original Security Agreement (including a dispute relating to the existence, validity or termination of this Deed or the Original Security Agreement or any non-contractual obligation arising out of or in connection with this Deed or the Original Security Agreement (as applicable)) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

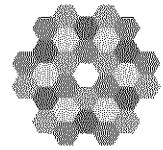
SCHEDULE
REAL PROPERTY

Title	Description	Chargor	Title Number
Leasehold	<p>The property demised by a lease dated on or around the date of this Deed known as the student accommodation development at 2 & 3 The Oaks, Westwood Way, Westwood Business Park, Coventry, CV4 8JB comprising the following titles:</p> <ol style="list-style-type: none">1. all leasehold land and buildings contained within registered title number MM142663; and2. all leasehold land and buildings contained within that part of registered title number MM142681 shown edged red but excluding the area shown edged blue on the attached plan.	PBSA Warwick UK Limited	Awaiting registration at Land Registry

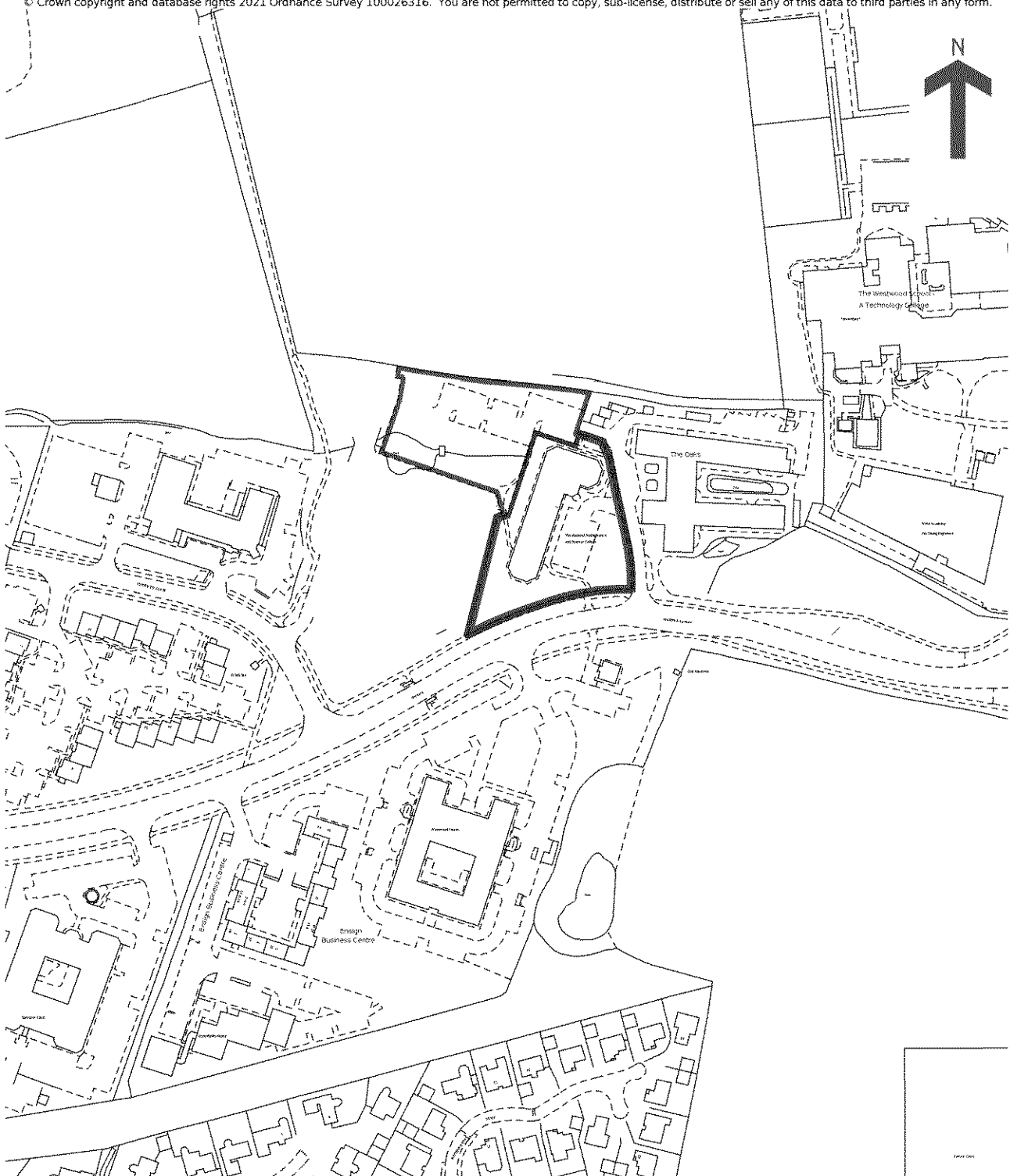
PLAN

HM Land Registry
Official copy of
title plan

Title number **MM142681**
Ordnance Survey map reference **SP2976NW**
Scale **1:2500 reduced from 1:1250**
Administrative area **West Midlands :**
Coventry



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SIGNATORIES

Chargors

Executed as a deed by **PBSA WARWICK 2 S.À R.L.**, a company incorporated in Luxembourg, acting by

Damian Warde

and

Anwer Mirza

who, in accordance with the laws of that territory, are acting under the authority of the company

Signature in name of company
PBSA WARWICK 2 S.À R.L.

Authorised signatory

Authorised signatory

EXECUTED as a deed by

PBSA WARWICK UK LIMITED
acting by

Signature

Director

Print name

In the presence of:

Witness signature

Name (in BLOCK CAPITALS)

Address

SIGNATORIES

Chargors

Executed as a deed by **PBSA WARWICK 2 S.À R.L.**, a company incorporated in Luxembourg, acting by

_____ and

who, in accordance with the laws of that territory, are acting under the authority of the company

Signature in name of company
PBSA WARWICK 2 S.À R.L.

Authorized signatory

Authorized signatory

EXECUTED as a deed by

PBSA WARWICK UK LIMITED
acting by

Signature



Director

Print name

JONATHAN HIRE

In the presence of:



Witness signature

SARAH MOUNT

Name (in BLOCK CAPITALS)



Address

Security Agent

Signed as a deed on behalf of **NOMURA INTERNATIONAL PLC** acting by its authorised signatories.

Authorised signatory:

Name:

Fredd Epple

Title:

Authorised Signatory

in the presence of

Witness's signature:

Name:

SACAR KOTHARI

Address: