

087768/13
MG01

Particulars of a mortgage or charge



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 to re-
particulars of a charge for a Sc
company. To do this, please use
form MG01s

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15/07/2011

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COMPANIES HOUSE

1 Company details

Company number 0 4 3 8 0 7 5 4
Company name in full WEST COAST CAPITAL (USC) LIMITED

→ **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 0 8 0 7 2 0 1 1

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 Debenture between (1) Sportsdirect.com Retail Limited (**Lender**), (2) West
Coast Capital (USC) Limited (**USC**) and (3) Cruise Clothing Limited
(Cruise) (the **Debenture**)

4 Amount secured

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

Amount secured See attached continuation sheet

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

MG01**Particulars of a mortgage or charge****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.

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

Name	Sportsdirect.com Retail Limited
Address	Unit A, Brook Park East, Shirebrook

Postcode	N	G	2	0		8	R	Y
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Name

Address

Postcode

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

See attached continuation sheet

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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

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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).

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Signature

Please sign the form here

Signature

Signature

X  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	DANIEL REE				
Company name	Reynolds Porter Chamberlain LLP				
Address	Tower Bridge House				
	St Katharine's Way				
Post town	London				
County/Region					
Postcode	E	1	W	1	A A
Country					
DX 600	London\City				
Telephone	020 3060 6000				



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:

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

CONTINUATION SHEET

Name of the Chargor: West Coast Capital (USC) Limited

Company Number 04380754

AMOUNT SECURED

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by USC or Cruise (together "the Chargors"), whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Chargors to a third party which have been assigned or novated to or otherwise vested in the Lender and including interest, discount, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargors account, and so that interest shall be computed and compounded according to the usual Lender rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to this Debenture.

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SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. Under clause 2 1 of the Debenture, as a continuing security for the payment and discharge of the Secured Liabilities USC, with full title guarantee charges:
 - 1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property;
 - 1 2 by way of fixed charge -
 - 1 2 1 all estates or interests in any freehold or leasehold property belonging to the Chargors now or at any time after the date of the Debenture (other than any property charged in terms of clause 1.1 above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,
 - 1 2.2 all present and future interests of the Chargors in or over land or the proceeds of sale of it and all present and future licences of the Chargors to enter upon or use land;
 - 1 2 3 the benefit of all other agreements relating to land which the Chargors is or may become party to or otherwise entitled,
 - 1.2 4 all plant and machinery of the Chargors now or in the future attached to property which is charged by the foregoing provisions of this clause 1 2,

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- 1 2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Chargors and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
- 1 2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 1.2 5, whether by way of dividend, distribution, interest or otherwise,
- 1 2 7 all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Chargors which relate to Fixed Charge Assets (including all money payable under such contracts and policies);
- 1 2.8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Chargors (including all money payable under them);
- 1 2.9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Chargors (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;
- 1 2.10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargors relating to the use or exploitation by or on behalf of the Chargors in any part of the world of any such rights as are referred to in clause 2.1.2.9 but owned by others,
- 1 2.11 all the Chargors rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,
- 1 2 12 all present and future book debts of the Chargors;
- 1 2.13 all other present and future debts or monetary claims of the Chargors against third parties (excluding those charged under clause 1 2 7 or 1 2.8),
- 1.2.14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Chargors in respect of any Fixed Charge Assets;
- 1 2.15 all present and future bank accounts, cash at bank and credit balances of the Chargors (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),
- 1 2.16 all rights, money or property accruing or payable to the Chargors now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this clause 1 2; and

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- 1 2 17 all the Chargors goodwill and uncalled capital for the time being;
- 1.3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this clause 1, (including, without limitation, any immovable property of the Chargors in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 1 2)
2. The Chargors with full title guarantee hereby assign as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Lender (subject to the right of the Chargors to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):
- 2 1 all the right, title and interest of the Chargors in and to any interest rate hedging agreements now or in the future entered into with any person; and
- 2 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Chargors in and to any agreement to which the Chargors are a party except to the extent that it is subject to any fixed charge created under any other provisions of this Debenture;
3. To the extent that any such right, title and interest as is referred to in clause 2 is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Chargors may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.
- 4 The Lender may at any time, by notice to the Chargors, immediately convert the floating charge created under clause 2 1 3 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Lender, automatically be converted with immediate effect into a fixed charge:-
- 4 1 in respect of any Assets which become subject to any step by any third party to take a fixed charge;
- 4 2 in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them,
- 4 3 in respect of all Assets charged under clause 2 1.3 if and when the Chargors ceases to carry on business or to be a going concern, and
- 4 4 in respect of all the Assets on the making of an order for the compulsory winding-up of the Chargors, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Chargors or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Chargors or any other person for the appointment of an administrator in respect of the Chargors.

THE FOLLOWING PROVISIONS ARE ALSO CONTAINED IN THE DEBENTURE:

A. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

5. The Chargors will not without the prior written consent of the Lender -
- 5 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of the Lender), or
- 5 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or
- 5.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

B. FURTHER ASSURANCE

- 6 The Chargors (at their own cost) will on demand in writing by the Lender execute and deliver in such form as the Lender may reasonably require:-
- 6 1 a legal mortgage of any freehold or leasehold property of the Chargors which is not effectively charged by clause 1.1 and of any freehold or leasehold property acquired by the Chargors after the date of the Debenture,
- 6 2 a standard security or other fixed security over the Chargors heritable freehold, leasehold or other property,
- 6 3 a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under clause 1 3,
- 6 4 a chattel mortgage over such chattels, plant and machinery as the Lender may specify; and
- 6 5 a notice of any assignment of its right, title and interest in and to any of the agreements referred to in clause 2 above;

and the Chargors will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Lender may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Debenture or for facilitating the realisation of the Assets or the exercise of any rights of the Lender under this Debenture

DEFINITIONS:

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Chargors,

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clauses 1 to 3 above or (with effect from the date of its creation) any security created pursuant to clause 2.11,

"Permitted Disposal" means

- (a) the disposal of stock subject only to the floating charge created by clause 2.1.3 on an arm's length basis in the ordinary course of trading,
- (b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of the Lender and any other heritable or leased property in Scotland) which are no longer required for the business of the Chargors,
- (c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of the Lender and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality; and

"Secured Liabilities" means the Amount Secured (as set out above).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4380754
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 JULY 2011
AND CREATED BY WEST COAST CAPITAL (USC) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY OR CRUISE TO SPORTSDIRECT.COM RETAIL
LIMITED 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
15 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JULY 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES