

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**

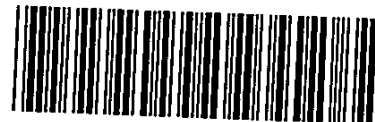
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

You cannot use this form to particulars of a charge for a company. To do this, please form MG01s

THURSDAY



\*A158FMI3\*

A10

22/03/2012

#166

COMPANIES HOUSE

1

**Company details**

Company number

0 5 7 1 1 4 1 8

Company name in full

Hull Retail Limited (the "Chargor")

For official use

→ **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

d1 d2 m0 m3 y2 y0 y1 y2

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

Security interest agreement dated 12 March 2012 (the "**Security Document**") between (1) the Chargor and (2) Worthing Retail LLP (together the "**Debtors**" and individually the "**Debtor**") and HSBC Bank plc (the "**Lender**")

4

**Amount secured**

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

Amount secured

All obligations and liabilities whether at the date of the Security Document or after the date of the Security Document, actual or contingent, joint or several or as principal, surety or in any other capacity of or due by either of the Debtors to the Lender (including under any Hedging Agreement (as defined below on the attached continuation sheet)) (the "**Secured Obligations**")

**Continuation page**

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

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## 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 HSBC Bank plc

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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 of a mortgage or charge

### 7 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

None

### 8 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).

### 9 Signature

Please sign the form here

Signature

Signature

X *Piero Masas LP*

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### 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 Robert Parry

Company name Pinsent Masons LLP

Address 3 Hardman Street

Post town Manchester

County/Region

Postcode M 3 3 A U

Country

DX 14490 Manchester 2

Telephone 0161 234 8234



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1 Creation of Security Interest</b></p> <p>As a continuing security for the payment, performance and discharge of the Secured Obligations so that the Lender has a first priority security interest in the Collateral pursuant to the Law, pursuant to the terms of the Security Document, the Debtors each</p> <p>1 1 assigned, transferred and/or otherwise made over to the Lender title to the Collateral, and</p> <p>1 2 agreed that, to the extent that each Debtor shall not have perfected such assignment, transfer and/or making over of title to any Securities, the Lender shall have possession of the certificates of title thereto</p> <p><b>2 Negative Pledge</b></p> <p>Pursuant to the terms of the Security Document, each Debtor agreed that is shall not, without the prior written consent of the Lender, except as set out in the Security Document or except as expressly allowed in the Facility Agreement, in any way sell or otherwise dispose of or create any Encumbrance over or instruct, advise or suffer the Trustees to sell or otherwise dispose of or create any Encumbrance over the Collateral or any part thereof or agree to any extent to sell, dispose of or encumber the Collateral or any part thereof</p> <p><b>3 Definitions</b></p> <p><b>Additional Securities</b> means any units in the Unit Trust issued to either of the Debtors after the date of the Security Document,</p> <p><b>Collateral</b> means the Securities and the Related Rights,</p> <p><b>Encumbrance</b> means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, security interest, trust arrangement or any other agreement or arrangement which has the effect of creating security,</p> <p><b>Facility Agreement</b> means the facility agreement dated 12 March 2012 between Worthing Retail LLP and the Lender,</p> <p><b>Hedging Agreement</b> means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between Worthing Retail LLP and the Lender for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the principal amount outstanding for the time being of the drawings made under the term loan made available to Worthing Retail LLP under the Facility Agreement and shall include all trades conducted thereunder,</p> <p><b>Law</b> means the Security Interests (Guernsey) Law 1993,</p> <p><b>Original Securities</b> means the units described in schedule 1 to the Security Document (as set out in the schedule to this form MG01) (and any units or other interests under the Unit Trust or otherwise added thereto or substituted therefore) and all right, title, benefit and interest present and future of each Debtor therein including, without limitation, all rights to subscribe for, convert other interests into or otherwise acquire any other units or other interests under the Unit Trust or otherwise,</p> <p><b>Related Rights</b> means all rights of each Debtor derived from or connected to the Securities, without limitation, any right to receive additional securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

receive monies (whether by way of redemption, return of capital, distribution, income or otherwise),

**Securities** means the Original Securities and any Additional Securities,

**Trustees** means Carey Commercial Limited, a company incorporated in Guernsey with registered number 37920 and Scholer Nominees Limited a company incorporated in Guernsey with registered number 34269 whose registered offices are both at 1st and 2nd Floors Elizabeth house, Les Ruettes Brayes GY1 1EW as trustees of the Unit Trust and their successors as trustees of the Unit Trust, and

**Unit Trust** means the Hull Unit Trust as established and constituted pursuant to the instrument of trust executed by the Trustees on 3 March 2006

#### SCHEDULE

#### The Securities

15,750 fully paid units in the Unit Trust (being units which have been issued to the Debtor in the Unit Trust

Debtor Worthing Retail LLP	Beneficial and legal title to 15,593 fully paid units in the Unit Trust
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Debtor Hull Retail Limited	Beneficial and legal title to 157 fully paid units in the Unit Trust
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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5711418  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY INTEREST  
AGREEMENT DATED 12 MARCH 2012 AND CREATED BY HULL  
RETAIL LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EITHER OF THE DEBTORS TO HSBC BANK  
PLC 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 22  
MARCH 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 MARCH 2012**

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*Companies House*  
— for business —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**