

133353/65

In accordance with
Section 860 of the
Companies Act 2006

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

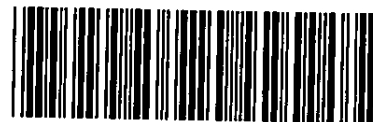
☒ **What this form is for**

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 register
particulars of a charge on
Scottish company property
please use MG01s

FRIDAY



A11 *A8T75NHR* 205
17/09/2010
COMPANIES HOUSE

1 Company details

5 For official use

Company number 05893492

Company name in full Seaham Limited (the "Chargor")

→ **Filing 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 01/09/2010

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 dated 13 September 2010 between the Chargor and Corovest Mezzanine Capital
Limited (the "Trustee") (the "Debenture")

4 Amount secured

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

Amount secured Please see continuation page

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

Corovest Mezzanine Capital Limited

Address

1 Stokes Place, St Stephen's Green, Dublin 2, Ireland

Postcode

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 Continuation Page

MG01

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 <ul style="list-style-type: none">- 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	N/A	
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 866). 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 870). 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 accept a verified copy where section 867(2) applies (property situated in another part of UK).	
9	Signature Please sign the form here Signature <div>X Pinsent Masons LLP X</div> This form must be signed by a person with an interest in the registration of the charge	

MG01

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 Firyal Teemul

Company name Pinsent Masons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 A H

County

DX 119516 Finsbury Square

Telephone 0207 490 6271



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 the 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
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

MG01 – continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

1 INDEBTEDNESS SECURED ON THE CHARGED PROPERTY

1 1 The Chargor hereby covenants that it will pay to the Trustee all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Trustee and the holders from time to time of the Loan Stock (whether under the Guarantee or otherwise) together with all costs, charges and expenses on a full indemnity basis incurred by the Trustee in the protection, preservation and enforcement of its respective rights in relation thereto (the "**Secured Liabilities**")

1 2 Other liabilities

The liabilities referred to in Clause 1 1 (above) shall, without limitation, include

1 2 1 all liabilities arising under the Debenture including without limitation under Clause 13 of the Debenture,

1 2 2 all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates, and

1 2 3 all interest accrued and payable at the Default Rate howsoever arising

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

2

CHARGES

2 1

Fixed and floating charges

The Chargor with full title guarantee as a continuing security for the payment and discharge of the Indebtedness hereby charges to the Trustee the following property and assets, both present and future, from time to time owned by the Chargor or in which the Chargor may have an interest

2 1 1

Property by way of legal mortgage all freehold and leasehold property of the Chargor situated in England and Wales (including without limitation the property referred to in the Schedule below and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property together with all estates, rights, title, options, easements and privileges appurtenant to, or benefiting, the same including all beneficial interests of the Chargor in the Property and in any proceeds of sale or disposal of any part of the property,

2 1 2

Plant and machinery by way of fixed charge all plant, machinery, vehicles, computer and office and other equipment,

2 1 3

Equipment by way of fixed charge all tenants' and trade fixtures and fittings, furniture, utensils and wet and dry stock from time to time on the Property,

2 1 4

Securities by way of fixed charge all stocks, shares, bonds and securities of any kind whatsoever in (and from) any company and all other interests (including but not limited to loan capital) in any person, including all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, rights, preference, option, capital reorganisation or otherwise in respect of any stocks, shares, bonds, securities or other interests,

2 1 5

Debts by way of fixed charge all book and other debts, revenues and claims whether actual or contingent whether arising under contracts or in any other manner whatsoever, due or owing to the Chargor including without limitation -

(a) all things in action which may give rise to any debt, claim or revenue,

(b) the benefit of any Security Rights and all rights relating thereto including, without limitation, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights,

2 1 6

Intellectual property by way of fixed charge all patents, patent

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

applications, registered trade marks, applications for registration of trade marks, registered service marks, applications for registration of service marks, unregistered trade marks, trade names, registered designs, registered design applications, design rights, copyrights, computer programs, know-how, confidential information, and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property,

2 1 7 **Agreements** by way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties,

2 1 8 **Cash** by way of fixed charge all bank accounts, cash at bank and all credit balances on any account with any person whatsoever including the proceeds of book debts, revenues and claims charged pursuant to Clause 2 1 5 above,

2 1 9 **Floating charge** by way of floating charge all the undertaking and all property, assets and rights of the Chargor from time to time not otherwise effectively charged by the provisions of the Debenture Paragraph 14, Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge contained in the Debenture

3 OBLIGATIONS IN RESPECT OF THE CHARGED PROPERTY

3 1 Undertakings - negative

The Chargor undertakes to the Trustee that during the continuance of this security the Chargor shall -

3 1 1 **Alteration or development of the Property** not without the prior consent in writing of the Trustee make any structural or material alteration to the Property or any premises forming part of the Property or do or permit to be done anything which is "development" or a change of use within the meaning of the Planning Acts from time to time or any orders or regulations under such Acts or do or permit or omit to be done any act, matter or thing as a consequence of which any provision of any statute, bye-law, order or regulation or any condition or any Consent (whether of a public or private nature) from time to time in force affecting the Property is or may be infringed In the event of the Trustee giving consent to commence and proceed with any works, the Chargor shall, without delay, carry out those works to the Trustee's satisfaction in accordance and within the provisions and conditions of the consent The Chargor shall not sever, unfix or remove any of the Fixtures or plant or machinery on the Property except for the purposes of effecting any necessary repairs, or of replacing the same with new and improved models

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars	
	<p>3 1 2 Possession of Property not without the prior consent in writing of the Trustee (and then only in accordance with any conditions that may be attached to such consent) dispose of the Property or any estate or interest in it (including without limitation rental income in respect of the Property) or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet, sublet or part with possession of the same or any part thereof (or agree to do any of these things) or permit any person to -</p> <p>(a) be registered (jointly with the Chargor or otherwise) as proprietor of the Property under the Land Registration Acts (and the Chargor will indemnify the Trustee against the costs of entering any caution against such registration) or create or permit to arise any overriding interest affecting the same within the definition in those Acts or permit any person to assert any proprietary or other similar right or interest over the Property, or</p> <p>(b) become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property,</p> <p>3 1 3 Jeopardy not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value (whether monetary or otherwise) to the Trustee of the whole or any part of the Charged Property,</p> <p>3 1 4 Security Rights and Disposals not without the prior written consent of the Trustee -</p> <p>(a) create or purport to create or permit to subsist any Security Right over the whole or any part of the Charged Property other than a lien arising by operation of law (arising in the ordinary course of the Chargor's business and securing amounts not more than 30 days overdue) and any Permitted Charge, or</p> <p>(b) assign or create a Security Right over, or otherwise deal with the income from any lease or tenancy of, the Property, or</p> <p>(c) dispose of all or any part of the Charged Property or agree to do so (except in the case of Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of Business), or</p> <p>(d) permit or agree to any variation of the Rights attaching to the whole or any part of the Charged</p>

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars	Property
	<p>3 1 5 Licensed premises not oppose any application by the Trustee or a Receiver for the transfer, grant or renewal of any justices or excise licence relating to the Property,</p> <p>3 1 6 VAT not without the consent of the Trustee, elect to waive exemption under paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in respect of any supply made in relation to the Charged Property or any part of it or any other building, land, precinct or complex or any agricultural land (including the buildings on such land) in which the Chargor has a right or licence to occupy which could give rise to a deemed election in relation to the Charged Property pursuant to paragraph 3(3) of Schedule 10 to the Value Added Tax Act 1994,</p> <p>3 1 7 Compulsory purchase</p> <p>(a) except with the prior written consent of the Trustee, not consent to, or enter into any negotiations with any Authority with regard to, the acquisition of the whole or any part of the Charged Property, and</p> <p>(b) if so requested by the Trustee, permit the Trustee or its agent or anyone engaged by the Trustee to conduct such negotiations or give such consent on the Chargor's behalf, and</p> <p>(c) if a notice is given to the Chargor by an Authority that such Authority intends to acquire the whole or any part of the Charged Property and such notice contains any condition, not, at any time after the date of such notice, to do or omit or suffer to be done or omitted any act or thing which may be in breach of such condition,</p> <p>3 1 8 Debts get in and realise all the Charged Debts and pay all monies which it may receive in respect of the Charged Debts into its current account with its bankers forthwith on receipt and pending such payment, hold all monies so received upon trust for the Trustee and shall not without the prior consent in writing of the Trustee sell, charge, factor, discount or assign or otherwise dispose of any of the Charged Debts</p> <p>3 2 No limitation</p> <p>None of the undertakings in Clause 4 of the Debenture shall be construed as limiting any powers exercisable by any Receiver appointed by the Trustee under the Debenture</p>

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 4 CONTINUING SECURITY AND OTHER MATTERS**
- 4 1 Continuing security**
- The Debenture and the obligations of the Chargor under the Debenture shall
- 4 1 1 secure the Indebtedness owing to the Trustee and/or the Stockholder by the Chargor and shall be a continuing security notwithstanding any payment or settlement of account or other matter whatsoever,
- 4 1 2 be in addition to, and not prejudice or affect, any present or future guarantee, indemnity, Security Right, right or remedy held by or available to the Trustee,
- 4 1 3 not merge with or be in any way prejudiced or affected by the existence of any such guarantees, indemnities, Security Rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Trustee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable,
- 4 1 4 not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Chargor in respect of any Indebtedness nor by any legal limitation in any matter in respect of any Indebtedness or by any other fact or circumstances (whether known or not to the Chargor or the Trustee) as a result of which any Indebtedness may be rendered illegal, void or unenforceable by the Trustee, and
- 4 1 5 remain binding on the Chargor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving the Trustee or of the assets of the Trustee and for this purpose the Debenture and all rights conferred on the Trustee under it may be assigned or transferred by the Trustee accordingly
- 4 2 Other security**
- The Trustee shall not be obliged to resort to any guarantees, indemnities, Security Rights or other means of payment now or hereafter held by or available to it before enforcing the Debenture and no action taken or omitted by the Trustee in connection with any such guarantees, indemnities, Security Rights or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor or the Indebtedness, nor shall the Trustee be obliged to account for any money or other property received or recovered in consequence of any enforcement or relation of any such guarantees, indemnities, Security

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Rights or other means of payment

5 FURTHER ASSURANCE

5 1 The Chargor shall if and when at any time required by the Trustee -

5 1 1 execute such further Security Rights and assurances in favour of the Trustee and do and deliver all such acts and things as the Trustee shall from time to time require over or in relation to all or any of the Charged Property to secure the Indebtedness or to perfect or protect the security intended to be created by the Debenture over the Charged Property or any part of it, and

5 1 2 at any time on or after the Enforcement Date do and execute all acts, deeds and documents which the Trustee may then require to facilitate the realisation of the Charged Property

DEFINITIONS

"**Authority**" means any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities, and statutory undertakings,

"**Business**" conduct and carry on its business in a proper and efficient manner and not make any substantial alteration in the nature of or mode of conduct of that business and keep or cause to be kept proper books of account relating to such business,

"**Charged Assets**" means all the property, assets and rights of the Chargor described in Clauses 2 1 above and 3 2 of the Debenture,

"**Charged Debts**" means the debts, revenues and claims described in Clause 2 1 5 above,

"**Charged Property**" means the property, assets and rights of the Chargor charged by the Debenture,

"**Default Rate**" means the default interest rate specified in the Loan Stock Instrument,

"**Enforcement Date**" means the date on which the Trustee demands the payment or discharge of all or any part of the Indebtedness or after the occurrence of an Event of Default or, if earlier, the date on which an application for an administration order is presented or any other formal step is taken with a view to appointing an administrator in relation to the Chargor,

"**Event of Default**" has the meaning given to it in the Loan Stock

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Instrument,

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Chargor,

"Floating Charge Assets" means all the assets and rights of the Chargor described in Clause 2.1.9 above,

"Guarantee" means the guarantee dated on or around the date of the Debenture and made by the Chargor in favour of the Trustee with respect to the obligations of Grand Arcade Wigan Limited under the Loan Stock and the Loan Stock Instrument,

"Indebtedness" means all moneys, obligations and liabilities to be paid by the Chargor referred to in Clause 1 above,

"Loan Stock" means loan stock constituted pursuant to the Loan Stock Instrument,

"Loan Stock Instrument" means the loan stock instrument constituting up to £7,000,000 Secured Loan Stock 2013 of Grand Arcade Wigan Limited dated on or around the date of the Debenture as such instrument may be amended, novated, supplemented, extended or restated from time to time,

"Permitted Charge" means any charge over the Charged Property which has been granted or permitted to subsist with the prior written consent of the Trustee and "Permitted Chargee" shall be construed accordingly,

"Receiver" means any one or more receivers and/or managers and/or administrative receivers appointed by the Trustee pursuant to the Debenture in respect of the Chargor or over all or any of the Charged Assets, and

"Security Right" means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind

SCHEDULE

Property referred to in Clause 2.1.1 above

The land and building known as Byron Place Shopping Centre, Seaham, County Durham registered with freehold title absolute at the Land Registry with title number DU296186 (held together with Byron Place Seaham Limited)

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5893492
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13
SEPTEMBER 2010 AND CREATED BY SEAHAM LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO COROVEST MEZZANINE CAPITAL LIMITED AND
THE HOLDERS FROM TIME TO TIME OF THE LOAN STOCK 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 17 SEPTEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 SEPTEMBER
2010

gt



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES