

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 for a Scottish company. To do this, please use form MG01s

WEDNESDAY



A13

A23JL777

06/03/2013

#191

COMPANIES HOUSE

1

Company details

Company number 0 6 8 5 5 4 0 3

Company name in full Jolan Piccadilly Limited (the "Chargor")

For official use



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 d2 d5 m0 m2 y2 y0 y1 y3

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 (the "Debenture")

4

Amount secured

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

Amount secured

All monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by the Chargor to the Lender (including any under any Hedging Agreement) (the "Secured Liabilities").

Capitalised terms used in this form are defined in the Appendix to this form

Continuation page

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

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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 (the "Lender")

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 As specified in the continuation page to this form

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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

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).

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Signature

Please sign the form here

Signature

Signature

X *Eversheds LLP*

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 Paul Castle

Company name Eversheds LLP

Address Bridgewater Place, Water Lane

Post town Leeds

County/Region

Postcode L S 1 1 5 D R

Country

DX DX 12027 Leeds - 27

Telephone 0845 498 4829



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

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Short particulars of all the property mortgaged or charged

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

Short particulars

Fixed charges

- 1 The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest
 - (a) by way of first legal mortgage:
 - (i) the real property specified in schedule 1 (*The Property*) of the Debenture (as described in Schedule 1 to part 6 of this form); and
 - (ii) all other real property (if any) at the date of the Debenture vested in, or charged to it (not charged by clause 4.1(a)(i) of the Debenture (as described at paragraph 1 (a)(i) above);
 - (b) by way of first fixed charge:
 - (i) all other real property and all interests in real property (not mortgaged by clause 4.1(a)(i) of the Debenture (as described at paragraph 1(a) above);
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (iii) the proceeds of sale of all real property, and
 - (iv) the benefit of any rental deposit given or charged to it by any occupier of any real property;
 - (c) by way of first fixed charge (insofar as not mortgaged by clause 4.1(a)(i) of the Debenture (as described at paragraph 1(a) above) or charged by clause 4.1(b) of the Debenture (as described at paragraph 1(b) above) all present and future rents and other sums due to it under any Lease,
 - (d) by way of first fixed charge all plant and machinery (insofar as not mortgaged by clause 4.1(a) of the Debenture (as described at paragraph 1(a) above) or charged by clause 4.1(b) of the Debenture (as described at paragraph 1(b) above) and the benefit of all contracts, licences and warranties relating to the same;
 - (e) by way of first fixed charge
 - (i) the shares referred to in schedule 2 of the Debenture (as described in Schedule 2 to part 6 of this form) (if any); and

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(ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) at the date of the Debenture or in future owned by it or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which it has an interest at any time (not charged by clause 4 1(e)(i) of the Debenture (as described at paragraph 1(e)(i) above)),

in each case, together with all dividends, distributions and other income paid or payable and all rights, monies or property accruing or offered at any time in relation to such assets whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

(f) by way of first fixed charge all its accounts with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts;

(g) by way of first fixed charge all the rights it has from time to time in respect of any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (whether registered or unregistered) and the benefit of all applications for and rights to use such assets;

(h) by way of first fixed charge each Hedging Agreement, all rights and remedies in connection with each Hedging Agreement and all proceeds and claims arising from them;

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):

(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with its business or the use of any of its assets; and

(ii) any letter of credit issued in its favour and all bills of exchange and other negotiable instruments held by it; and

(j) by way of first fixed charge all of its goodwill and uncalled capital.

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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>2 Security assignments</p> <p>(a) The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:</p> <ul style="list-style-type: none"> (i) (to the extent not mortgaged or charged by clause 4.1 (<i>Fixed charges</i>) of the Debenture (as described at paragraph 1 above) all present and future rents and other sums due to it under any Lease; (ii) each Material Agreement together with all rights and remedies in connection with each Material Agreement and all proceeds and claims arising from them; (iii) all insurance policies, claims under those insurance policies and all proceeds of those claims under the insurance policies; (iv) all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by it or due or owing to it (whether actual or contingent and whether arising under contract or in any other manner whatsoever); (v) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing, and (vi) all proceeds of any of the foregoing not otherwise assigned under clause 4.2 of the Debenture (as described in this paragraph 2). <p>(b) To the extent that any right referred to in clause 4.2(a) of the Debenture (as described at paragraph 2(a) above) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all its present and future rights and claims to any proceeds of such rights.</p> <p>3. Floating charge</p> <p>The Chargor charged and agreed to charge by way of first floating charge all of its present and future:</p> <p>(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (<i>Fixed charges</i>) of the Debenture (as described at paragraph 1 above), clause 4.2 (<i>Security assignments</i>) of the Debenture (as described at paragraph 2 above) or any other provision</p>	

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	Please give us the short particulars of the property mortgaged or charged	
Short particulars	<p>of the Debenture, and</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.</p> <p>4. Conversion of floating charge</p> <p>4.1 Conversion by notice</p> <p>The Lender may, by written notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge as regards all or any of its assets specified in the notice.</p> <p>4.2 Small companies</p> <p>The floating charge created under the Debenture shall not convert into a fixed charge solely by reason of a moratorium being obtained in respect of the Chargor under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium)</p> <p>4.3 Automatic conversion</p> <p>The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:</p> <p>(a) in relation to any asset which is subject to a floating charge if:</p> <p>(i) the Chargor creates or attempts or purports to create any Security on or over the relevant asset without the prior consent of the Lender; or</p> <p>(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such asset, and</p> <p>(b) over all the Chargor's assets which are subject to a floating charge if an administrator under the Insolvency Act 1986 is appointed in respect of the Chargor or the Lender receives notice of intention to appoint such an administrator.</p>	

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Short particulars

4.4 **Scottish property**

Clause 6.3 (*Automatic conversion*) of the Debenture (as described at paragraph 4.3 above) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

4.5 **Partial conversion**

The giving of a notice by the Lender pursuant to clause 6.1 (*Conversion by notice*) of the Debenture (as described at paragraph 4.1 above) in relation to any class of the Chargor's assets shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender.

5 **Nature of Security**

All Security and dispositions created or made by or pursuant to the Debenture are created or made in favour of the Lender with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the discharge of the Secured Liabilities.

6. **Continuing security**

The Security is continuing security and shall secure the ultimate balance of the Secured Liabilities, notwithstanding

- (a) intermediate payment or discharge of the whole or part of the Secured Liabilities;
- (b) the Chargor's liquidation or other incapacity or any change in its constitution, name or style;
- (c) any change in the Lender's constitution, name or style, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person; or
- (d) any other event, matter or thing

7. **Negative pledge**

Save as otherwise expressly provided in the Facility Letters, the Chargor shall not create or permit to subsist any Security Interest without the consent of the Lender

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8 **No Disposals**

Save as otherwise expressly provided in the Facility Letters, unless the Lender consents, the Chargor shall not make any disposal of its assets that are mortgaged, charged or assigned to the Lender by the Debenture even if the disposal is involuntary.

9. **Definitions**

Capitalised terms used in part 6 of this form are defined in the Appendix to this form

Schedule 1 (The Property)

The Debenture does not specify any Property relating to the Chargor.

Schedule 2 (Shares)

The Debenture does not specify any Shares relating to the Chargor

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APPENDIX

DEFINITIONS AND CONSTRUCTION

DEFINITIONS

In this form and its Appendices the following definitions apply

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Chargor" has the meaning given in part 1 of this form;

"Debenture" has the meaning given in part 3 of this form;

"Development Facility Letter" means the development facility letter between the Chargor and the Lender dated 11 January 2013 together with any subsequent amendments to it or restatements of it;

"Facility Letters" means together the Development Facility Letter and the Investment Facility Letter,

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Chargor 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 Secured Liabilities and shall include all trades conducted thereunder;

"Investment Facility Letter" means the investment facility letter between the Chargor and the Lender dated 11 January 2013 together with any subsequent amendments to it or restatements of it;

"Lease" means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject together with any related guarantee or other security for the performance of the lessee's obligations;

"Lender" has the meaning given in part 5 of this form;

"Material Agreements" means any agreement designated as a "Material Agreement" by the Chargor and the Lender;

"Property" means all the real property from time to time subject to the Security Interests created by the Chargor in favour of the Lender,

"Receiver" means an administrative receiver, a receiver and/or manager of any or all of your assets appointed by the Lender under the Security;

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"Secured Liabilities" has the meaning given in part 4 of this form;

"Security" means the Security Interests created or intended to be created by or pursuant to the Debenture,

"Security Interest" means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

"Shares" means the shares and associated rights referred to in clause 4.1(e) of the Debenture (as described at paragraph 1(e) above)

CONSTRUCTION

In this form and its Appendices the following applies:

1. **"assets"** includes present and future properties, revenues and rights of every description,
2. **"lender"** shall be construed to include its successors in title, permitted assigns and permitted transferees,
3. **"disposal"** includes a lease, licence, transfer, sale or other disposal of any kind;
4. **"includes"** or **"including"** shall be read and construed as including the phrase without limitation;
5. the **"Debenture"** and the **"Facility Letters"** or any other agreement or instrument is a reference to the Debenture, the Facility Letters or other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the Chargor's obligations or provides for further advances);
6. a provision of law is a reference to that provision as amended or re-enacted,
7. the singular includes the plural and vice versa;
8. **"save as otherwise expressly provided in the Facility Letters"** means firstly as provided in the Development Facility Letter for so long as amounts are outstanding under the Development Facility Letter and/or the Lender has any Commitment (as defined in the Development Facility Letter) under the Development Facility Letter and secondly as provided in the Investment Facility Letter for so long as any amount is outstanding under the Investment Facility Letter; and

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- 9 any real property includes
 - 9.1 all or any part of it;
 - 9.2 all buildings, fixtures (including trade fixtures), fittings and fixed plant or machinery at any time on that property,
 - 9.3 all easements, servitudes, rights and agreements in respect of that property;
 - 9 4 all rents from and proceeds of sale of that property; and
 - 9 5 the benefit of all covenants given in respect of that property.
- 10 References to clauses and paragraphs are to be construed, unless otherwise stated, as references to clauses and paragraphs of the Debenture, and
11. Clause headings are for ease of reference only and shall not affect the construction of the Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6855403
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25
FEBRUARY 2013 AND CREATED BY JOLAN PICCADILLY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY 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 6 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MARCH 2013

DX



Companies House



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