

MG01

Particulars of a mortgage or charge



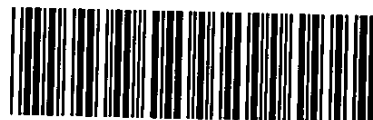
A fee is payable with this form.

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 a
company. To do this, use
form MG01s

SATURDAY



A30

A1KFAYKB

27/10/2012

#248

COMPANIES HOUSE

ise
uk

1 Company details

Company number 0 2 6 8 2 2 7 1

Company name in full Vivienne Westwood Limited

112
→ **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 d6 m1 m0 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 Rent Deposit Deed between (1) Agora Shopping Centre Limited ("Landlord")
and (2) the Assignee ("Deed")

4 Amount secured

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

Amount secured Payment to the Landlord of the Liabilities

See form MG01(C1) attached

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

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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 **Agora Shopping Centre Limited**Address **24 Bruton Place****London**Postcode **W 1 J 6 N E**

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

The Assignee's interest in the Account and in the Deposit Balance (and the Assignee's right to the return of monies representing the Deposit Balance in accordance with the Deed)

The Assignee warrants that the Deposit is free from any charge, encumbrance or other security interest in favour of any third party and the Assignee shall not assign or otherwise dispose to any person whatsoever the benefit of any of the Assignee's rights under the Deed or the Assignee's interest in, nor create any further charge, encumbrance or other security interest over, the whole or any part of the Deposit Balance or the Account

Definitions

"Account" means an interest bearing account (to which the Deposit is credited) designated "Vivienne Westwood Limited" rent deposit account for "Units 19 and 19A and Basement Remote Storage, Cavern Walks Shopping Centre, Matthew Street, Liverpool" (and includes any new account opened under the Deed and any renewal, redesignation or renumbering of any relevant account from time to time) with a Clearing bank of the Landlord's choosing from time to time held subject to the respective rights in the Deed of the Landlord and the Assignee

"Clearing bank" means a bank incorporated under the law of and with its principal place of business in the United Kingdom and which is a "sterling member" of CHAPS Clearing Company Limited

"Deposit" means the initial sum of TWENTY ONE THOUSAND POUNDS (£21,000) and any further sums deposited pursuant to the Deed

"Deposit Balance" means the sum, from time to time, standing to the credit of the Account including any accrued interest

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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

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 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 *Olsang LLP* 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 **Louis Huglin**

Company name **OLSWANG LLP**

Address **Apex Plaza**

Forbury Road

Post town **Reading**

County/Region **Berkshire**

Postcode

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Country

DX **54711 Reading 2**

Telephone **020 70717338 (Ref 449112)**



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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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

Definitions

"Liabilities" means all sums required to discharge all obligations and liabilities from time to time due to the Landlord under the Lease or the Deed or the Licence to Assign, and to compensate for all losses from time to time of the Landlord arising in consequence of the forfeiture or disclaimer of the Lease, and include

1 1 rent, service charges, insurance premiums or other contribution to the cost of insurance of the Premises, outgoings, interest, and other payments payable to or recoverable by the Landlord under the Lease, whether or not reserved by way of rent, and whether or not formally demanded,

1 2 claims, demands, damages, losses, costs and expenses arising out of or incidental to

1 2 1 a breach by the Assignee of the covenants and conditions in the Lease, or of obligations in the Deed or in the Licence to Assign, or

1 2 2 enforcement of the obligations of the Assignee under the Lease or the Deed or the Licence to Assign,

1 3 loss of rent or mesne profits arising in consequence of the forfeiture or disclaimer of the Lease, and

1 4 VAT, if chargeable, in respect of Liabilities

"Landlord" includes all parties from time to time entitled to the immediate reversion to the Lease

"Lease" means the lease of the Premises dated 28 November 2003 and made between (1) Cavern Walks Limited and (2) Hervia Limited (t/a Vivienne Westwood) and includes any agreement collateral to the lease

"Licence to Assign" means the licence to assign dated 16 October 2012 and made between (1) the Landlord (2) VW Retail Limited (3) the Assignee and (4) Vivienne Westwood Limited (the "Tenant's Guarantor") by which the Landlord licenses the assignment of the Lease to the Assignee

"Premises" means the premises let by the Lease and shortly known as Units 19 and 19A and Basement Remote Storage, Cavern Walks Shopping Centre, Mathew Street, Liverpool

"VAT" means value added tax and any other tax of a similar nature

449114
(from 449112)



DX

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2682271
CHARGE NO. 12**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 16
OCTOBER 2012 AND CREATED BY VIVIENNE WESTWOOD
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO AGORA SHOPPING CENTRE
LIMITED 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 27 OCTOBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 OCTOBER
2012**



Companies House



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