

MR01

Particulars of a charge

079561/13J

Oyez

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companies

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is NOT for
You may not use this form to
register a charge where there
instrument Use form MR08

FRIDAY



LD5 *L2L6WVL5* 15/11/2013 #70
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 0 0 0 2 4 0 4
Company name in full Southamptn Isle of Wight and South of England
Royal Mail Steam Packet Company Limited

9 2 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 Charge creation date

Charge creation date 0 1 0 3 0 1 0 1 0 2 0 0 0 1 0 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name	HSBC Bank plc as security trustee for the
	Beneficiaries
Name	
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

The leasehold land described as the slipway car park near Town Quay Southampton as demised by a lease made between Associated British Ports (1) and the Chargor (2) of even date herewith

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Margaret Rhodes

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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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Trustee statement

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Fredrick Bruckhaus* X
Deiger

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

13 November 2013

**SOUTHAMPTON ISLE OF WIGHT AND SOUTH OF ENGLAND ROYAL
MAIL STEAM PACKET COMPANY LIMITED
as the Chargor**

**HSBC BANK PLC
as Security Trustee**

LEGAL CHARGE

**This Deed is entered into with the benefit of and subject to the terms of the
Intercreditor Agreement (as defined herein)**



Freshfields Bruckhaus Deringer

**Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS
020 7936 4000**

REF: MR



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2404

Charge code: 0000 2404 0092

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2013 and created by SOUTHAMPTON ISLE OF WIGHT AND SOUTH OF ENGLAND ROYAL MAIL STEAM PACKET COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th November 2013

D x

Given at Companies House, Cardiff on 20th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS CHARGE is made by way of deed on 13 November 2013

BY:

- (1) **SOUTHAMPTON ISLE OF WIGHT AND SOUTH OF ENGLAND ROYAL MAIL STEAM PACKET COMPANY LIMITED** (registered in England and Wales, with registered number 2404 with registered office at 12 Bugle Street, Southampton SO14 2JY) (the *Chargor*), and
- (2) **HSBC BANK PLC** as security trustee for each of the Beneficiaries (the *Security Trustee*).

WHEREAS:

(A) This Deed is supplemental to the debenture dated 25 October 2007 and made between (1) the Chargor and (2) the Security Trustee, as trustee and agent for the Beneficiaries named in that debenture (as such document may be amended or varied from time to time) (the *Debenture*).

(B) The Chargor has agreed to charge in favour of the Security Trustee, on the terms contained in the Principal Deed, its property, undertaking and assets described in this Deed to secure the Secured Sums

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

Words and phrases defined in the Debenture and principles of interpretation provided for in the Debenture shall, unless the context otherwise requires or unless otherwise defined herein, have the same meaning and shall apply (as the case may be) in this Deed.

2. LEGAL CHARGE

Pursuant to the Debenture and subject to clause 3 below (*Consents*), the Chargor charges with full title guarantee in favour of the Security Trustee (as trustee for each of the Beneficiaries), as security for the payment and discharge of all Secured Sums, by way of first legal mortgage its interest in the leasehold property specified in the Schedule (*Mortgaged Property*) (the *Mortgaged Property*).

3. CONSENTS

3.1 If the mortgage of the Mortgaged Property pursuant to this Deed breaches a term of an agreement binding on the Chargor in respect of the Mortgaged Property because the consent of a person has not been obtained:

- (a) the Chargor shall notify the Security Trustee immediately;
- (b) the Chargor shall use all reasonable endeavours (including incurring reasonable costs and expenses) to obtain such consent as soon as reasonably practicable, keep the Security Trustee informed of the progress of its

CERTIFIED A TRUE AND COMPLETE COPY
OF THE ORIGINAL

LON27279780 121785-0423

Freshfields Bruckhaus Deringer MR
FRESHFIELDS BRUCKHAUS DERINGER LLP
65 FLEET STREET
LONDON
EC4Y 1HS

negotiations with such person and provide the Security Trustee with a copy of the consent immediately after its receipt; and

- (c) if, despite the Chargor's endeavours under paragraph (b) of this clause, any lessor takes, or threatens to take, proceedings for forfeiture of the lease of the Mortgaged Property on the ground that its consent was required and had not been obtained to the creation of the charge in this Deed, the Security Trustee will (if so requested by the Chargor) release the mortgage constituted by this Deed.

3.2 The fact that the details of the Mortgaged Property in the Schedule may be incorrect or incomplete shall not affect the validity or enforceability of this Deed or the Debenture in respect of the Mortgaged Property

4. APPLICATION TO THE LAND REGISTRY

4.1 The Chargor consents to an application being made to the Land Registry:

- (a) to enter the following restriction in the Proprietorship Register of the Mortgaged Property in respect of the charge created by this Deed

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [13 November] 2013 in favour of HSBC Bank Plc referred to in the Charges Register."

- (b) in form CH2 (*application to enter an obligation to make further advances*)

4.2 The Chargor covenants to submit an application to the Land Registry to register this Deed and to enter the restriction and note of obligation to make further advances pursuant to clause 4.1 above at its own expense immediately following completion of this Debenture

4.3 The Chargor agrees to provide any certifications required by the Land Registry that the security created by this Deed does not contravene any of the provisions of the memorandum or articles of association or other constitution of the Chargor

5. FURTHER LOANS

Subject to the terms of the Facilities Agreement, where the Original Lenders are under an obligation to make further advances, such obligation will be deemed to be incorporated in this Deed as if set out in this Deed.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Chargor represents and warrants to the Security Trustee in relation to the Mortgaged Property in the terms of clause 12.1 of the Debenture.

7. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in clause 31 (*Notices*) of the Debenture

8. GOVERNING LAW

8.1 This Deed and any non-contractual obligations arising out of or in connection with any of them are governed by English law

8.2 The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of any Finance Document) (a Dispute), only where such Dispute is the subject of proceedings commenced by the Chargor.

8.3 Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England) If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiary's claim and no other court.

8.4 The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Beneficiary from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.

8.5 To the extent allowed by law, the Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

9. NO RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

10. CONSTRUCTION

10.1 This Deed is supplemental to the Debenture and shall be interpreted in accordance with the terms therein and the provisions of the Debenture shall apply to this Deed as if they were expressly set out herein (*mutatis mutandis*)

10.2 This Deed is a Finance Document.

11. COUNTERPARTS

This Deed may be executed and delivered in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

THIS CHARGE has been executed as, and is intended to take effect as, a deed by the Chargor and the Security Trustee on the date written on the first page of this Charge notwithstanding the fact that a party may only execute this document under hand.

THE SCHEDULE

1. The leasehold land described as the slipway car park near Town Quay Southampton as demised by a lease made between Associated British Ports (1) and the Chargor (2) of even date herewith.

IN WITNESS whereof the Parties have executed and delivered this Deed as a deed on the date first before written.

Chargor

EXECUTED as a **DEED** by **SOUTHAMPTON ISLE OF**)
WIGHT AND SOUTH OF ENGLAND ROYAL MAIL)
STEAM PACKET COMPANY LIMITED acting by a)
director in the presence of:) Director

Signature of witness

..C.E. Taylor..

Name (in BLOCK CAPITALS) . C.E. TAYLOR ..

Address

..12. LIONHEART WAY
BURBLEDON SO31 899

The Security Trustee

SIGNED AS A DEED for and on behalf of)
HSBC BANK PLC by its duly authorised)
attorney in the presence of) Attorney

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation