

# MG01 *V00052665/13*

## 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  
particulars of a charge for  
company. To do this, please  
use form MG01s

MONDAY



LD6 09/05/2011 10  
COMPANIES HOUSE

### 1 Company details

Company number 0 0 0 5 2 6 6 5

Company name in full SIMON GROUP LIMITED

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 0 4 0 5 2 0 1 1

### 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 A security deed dated 4 May 2011 and made between Simon Group Limited (the  
"Chargor") and Simon Group Pension Fund Limited as trustee of the Simon  
Group Pension Fund (the "Chargee") (the "Deed")

### 4 Amount secured

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

Amount secured (a) All Obligations from time to time incurred by  
the Chargor under clause 3.1.7 of the Recovery  
Agreement; and (b) any Obligations incurred by the  
Chargor pursuant to section 75 of the Pensions Act  
1995 in relation to the Scheme as certified by the  
Scheme actuary.

#### DEFINITIONS

**Recovery Agreement** means the recovery agreement  
between the Chargor and Simon Group Pension Fund  
Limited (as trustee of the Scheme) dated 14 July  
2009

**Scheme** means the Simon Group Pension Fund,  
established on or about 1 January 1953

Continued ...

#### 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 Simon Group Pension Fund Limited(trustee of Scheme)

Address Clough Lane, North Killingholme

North Lincolnshire

Postcode D N 4 0 3 L X

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

1 The Security created under this Deed  
(a) is given to the Chargee,  
(b) secures the payment and discharge of the Secured Obligations; and  
(c) is given with full title guarantee  
2 The Chargor assigns by way of security all of its Rights in and to the Contract Rights.  
3 The Chargor charges by way of a first fixed charge all of its Rights in and to:  
(a) the Custody Assets;  
(b) The Collateral Accounts;  
(c) the Collateral Securities and all the Related Rights, and  
(d) the Collateral Cash  
4 Unless the Chargee agrees to the contrary, no Security will exist over, or in relation to, any Security Asset other than:  
(a) as permitted under the Recovery Agreement;  
(b) Security created pursuant to this Deed, and  
(c) Security created pursuant to the Custodian Documents  
5 Unless the Chargee agrees to the contrary, there will be no Disposal of any Security Asset other than:  
(a) where permitted under the Recovery Agreement or the Security Trustee Notice,  
(b) in the case of all or any part of the Collateral Cash, where such Collateral Cash is used to fund the purchase of Custodian Securities (and pay associated costs) pursuant to any Instructions in accordance with the Custodian Documents and the Security Trustee Notice and such Custodian Securities are deposited in a Securities Account, and  
(c) in the case of all or any part of the Collateral Securities, where such Collateral Securities are sold for cash pursuant to any Instructions in accordance with the Custodian Documents and the Security Trustee Notice and the cash proceeds (less associated costs) are either deposited in a Cash Account or used to purchase further Collateral Securities which are deposited in a Securities Account

Continued

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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

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).

### 9 Signature

Please sign the form here

Signature

Signature

X *Norton Rose 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

Company name

Norton Rose LLP

Address

Collect London Counters

Ref: Clive Weston/MFXX/LN39656

Post town

County/Region

Postcode

Country

DX

Telephone +44 (0)20 7283 6000



### 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

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#### Amount secured

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

Amount secured

**Obligations**, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act,
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner, or
- (f) originally owing to the person claiming performance or acquired by that person from someone else

End

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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>DEFINITIONS</b></p> <p><b>Cash Accounts</b> means</p> <p>(a) account number 91554085 with sort code 40-05-50 held by the Chargor with the Custodian,</p> <p>(b) account number 537324, held by the Chargor with the Custodian, and</p> <p>(c) any other cash account maintained by or on behalf of the Custodian for the account of the Chargor under the Custodian Documents, including any sub-accounts thereof from time to time, and together with all sums deposited therein or standing to the credit thereof (including any renewed or substituted deposits)</p> <p><b>Collateral Account</b> means each Securities Account and each Cash Account</p> <p><b>Collateral Cash</b> means the debt owed by the Custodian or any of its Delegates to the Chargor represented by the credit balance from time to time on each Cash Account</p> <p><b>Collateral Securities</b> means such Rights as the Chargor has in and to all the Custodian Securities which are held from time to time by the Custodian or any of its Delegates for and on behalf of the Chargor in accordance with the Custodian Documents</p> <p><b>Contract Rights</b> means all Rights whatsoever, whether now or in the future, which the Chargor has under or otherwise in connection with the Custodian Documents, including without limitation all and any right of the Chargor to require the Custodian to deliver or redeliver, or where the Custody Assets are held by any Delegate of the Custodian, to procure that such Delegate delivers or redelivers to the Chargor or as the Chargor may direct (whether pursuant to contract or as trustee or otherwise howsoever) title to and possession of any or all of the Custody Assets, and all monies assured by or to become payable under the same and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same and the documents relating thereto</p> <p><b>Custodian</b> means HSBC Private Bank (UK) Limited and HSBC Bank Plc</p> <p><b>Custodian Documents</b> means:</p> <p>(d) the Mandate, and</p> <p>(e) the Custodian's Investment Services Terms and Conditions attached to the Mandate (or any amendment or supplement thereto, or replacement thereof, agreed to between the Chargor and the Chargee)</p> <p><b>Custodian Securities</b> means such listed, quoted or traded shares, securities and/or bonds purchased by the Custodian on behalf of the Chargor in accordance with the Custodian Documents</p> <p><b>Custody Assets</b> means any and all property held for or to the order of the Chargor by the Custodian or any of its Delegates pursuant to the Custodian Documents, including without limitation (a) the Collateral Securities, (b) the Collateral Cash and (c) the Related Rights</p> <p><b>Delegate</b> means, in relation to the Custodian, any sub-custodian, nominee, agent or other delegate appointed for the purposes of the Custodian Documents</p> <p><b>Disposal</b> means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security</p> <p><b>Instructions</b> means any instructions or directions (including, for the avoidance of doubt, any instructions or directions to make a withdrawal) given to the Custodian in relation to the operation of the Collateral Accounts and/or the Custody Assets in accordance with the Custodian Documents</p> <p><b>Mandate</b> means the mandate letter entered into between between the Custodian and the Chargor in relation to the Collateral Accounts dated on or about the date of this Deed</p> <p><b>Obligations</b>, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:</p> <p>(a) to pay money or to perform (or not to perform) any other act;</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	<p>(b) express or implied; (c) present, future or contingent, (d) joint or several, (e) incurred as a principal or surety or in any other manner; or (f) originally owing to the person claiming performance or acquired by that person from someone else</p> <p><b>Recovery Agreement</b> means the recovery agreement between the Chargor and Simon Group Pension Fund Limited (as trustee of the Scheme) dated 14 July 2009</p> <p><b>Related Rights</b> means.</p> <p>(a) any dividend, interest or other distribution paid or payable in relation to any Collateral Securities, and (b) any right, money or property accruing or offered at any time in relation to any Collateral Securities by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise</p> <p><b>Right</b> means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary</p> <p><b>Scheme</b> means the Simon Group Pension Fund, established on or about 1 January 1953</p> <p><b>Secured Obligations</b> means the Obligations undertaken to be paid or discharged in clause 2 (Payment of Secured Obligations) of the Deed</p> <p><b>Securities Account</b> means</p> <p>(a) account number 0050212ADVACC, held by the Chargor with the Custodian, and (b) any other securities account maintained by or on behalf of the Custodian for the account of the Chargor under the Custodian Documents, including any sub-accounts thereof from time to time</p> <p><b>Security</b> means.</p> <p>(a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction, (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to financial indebtedness and which has the same commercial effect as if security had been created over it; and (c) any right of set-off created by agreement</p> <p><b>Security Assets</b> means those assets which are from time to time the subject of any security created by this Deed</p>



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 52665  
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY DEED DATED 4 MAY  
2011 AND CREATED BY SIMON GROUP LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO SIMON GROUP PENSION FUND LIMITED 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 9 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MAY 2011

LC



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES