

MG01

Particulars of a mortgage or charge

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28/09/2012

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COMPANIES HOUSE

✓ **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

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details

Company number 00590157
Company name in full Seymour Development Limited

51 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 24/09/2012

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 Supplemental Deed to a Debenture dated 26 March 2012 incorporating a
legal mortgage (the "Deed")

4 Amount secured

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

Amount secured All present and future obligations and liabilities
of the Obligors to the Security Trustee and each of
the Finance Parties under the Debenture and each of
the other Finance Documents (and whether originally
owing to that Finance Party or purchased or
acquired by that Finance Party), whether actual,
contingent, sole, joint and/or several or
otherwise, including without limitation, all
obligations to indemnify the Security Trustee and
each of the other Finance Parties (the "**Secured
Liabilities**")

Please see the continuation sheet for definitions.

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 Bank of Scotland Plc (the "Security Trustee")

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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

Please see the continuation sheet for Short Particulars

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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 

FOR AND ON BEHALF OF
EAGLE MURRAY & SPEAR

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 Heloise Waudby

Company name Maclay Murray & Spens LLP

Address One London Wall

Post town London

County/Region

Postcode E C 2 Y 5 A B

Country United Kingdom

DX 123

Telephone 020 7002 8530



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 COVENANT TO PAY</p> <p>1.1 The Chargor, as principal debtor and not just as surety, covenants with the Security Trustee (for itself and as security trustee for the Finance Parties) that it will pay, satisfy and discharge the Secured Liabilities when due (whether by acceleration or otherwise) in the manner provided for in the Finance Documents.</p> <p>2. CREATION SECURITY</p> <p>2.1 The Chargor hereby charges to the Security Trustee, on the same terms and conditions as the terms and conditions of the Debenture, by way of first legal mortgage with full title guarantee as a continuing security for the payment and discharge of the monies, obligations and liabilities covenanted to be paid under or pursuant to clause 2 of the Deed (and set out in paragraph 1 above) all its right title and interest in the legal and beneficial interests in the Further Property together with all buildings and fixtures thereon the proceeds of sale of any part of the Further Property, any licence, agreement for sale or agreement for lease in relation to the Further Property and the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of the Further Property and any monies paid or payable in respect of those covenants and all rights, easements and privileges appurtenant to, or benefiting, the same</p> <p>2.2 The parties to the Deed shall have the same obligations towards and rights against each other under the Deed as they would have had under the Debenture if the Further Property had been originally specified as a property in Schedule 1 of the Debenture</p>	

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Short particulars

2.3 To the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 of the Deed (set out in paragraph 2.1 above), the Chargor charges by way of fixed charge all trade fixtures, plant and machinery owned by the Chargor from time to time at or on the Further Property.

3 **NEGATIVE PLEDGE**

3.1 The Chargor shall not without the prior written consent of the Security Trustee create or permit to exist any Security or otherwise dispose of deal with or part with or share possession of the Further Property or any interest therein nor make or suffer to be made any material change or addition whatsoever in or to the use of the Further Property or agree to do any of the foregoing;

DEFINITIONS

In this form MG01 the following definitions shall apply:-

Debenture means the debenture dated 26 March 2012 between, (1) City & General Securities Limited, (2) the Chargor and others, and (3) the Security Trustee;

Existing Security means any Permitted Security granted by the Chargors prior to the date of this Deed,

Finance Documents means the Facility Agreement, the Hedging Strategy Letter, any Accession Letter, the Security Documents, the Hedging Agreements, the Intercreditor Deed, any Resignation Letter, any Utilisation Request, the Chelsea

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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Harbour Undertakings and any other document designated as such by the Agent and Borrower;

Finance Parties means the Agent, the Arranger, the Security Trustee, a Lender and a Hedging Counterparty;

Further Properties means the properties set out in the Schedule to this document below;

Permitted Security means

(a) liens and rights of set-off arising by operation of law in the ordinary and usual course of trading and contractual rights of set-off and not as a result of any default or omission by any member of the Group;

(b) security arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading and not as a result of any default or omission by any member of the Group;

(c) security conferred by the Security Documents or otherwise granted with prior written approval of the Agent acting on the instructions of the Majority Lenders;

(d) any netting or set-off arrangement entered into by any members of the Group in the ordinary course of its banking arrangements with a Lender for the purpose of netting debit and credit balances but only so long as (1) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (11) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors,

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(e) the AIB Security in its current form at the Effective Date and which cannot be amended other than with the prior written consent of the Agent; or

(f) the Excluded Companies AIB Security in its current form at the Effective Date and which cannot be amended other than with the prior written consent of the Agent.

Security means a mortgage, charge, encumbrance, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

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Schedule 1

Further Property

Property description	Tenure	Title number (s)	Registered proprietor	Beneficial owner	Lease term	Lease date
The Palatine Buildings, Bank Hey Street, Blackpool	Leasehold title absolute	LA658033	Seymour Development Limited	Seymour Development Limited	99 years from 25.3.79	22.10.90
The Palatine Building, Bank Hey Street, Blackpool	Leasehold title absolute	LA858942	Globestar Properties Limited	Seymour Development Limited	99 yrs less 2 days from 25.3.79	25.11.99
Rio's Discotheque, the Palatine Building, Bank Hey Street, Blackpool	Leasehold title absolute	LAN64798	Globestar Properties Limited	Seymour Development Limited	99 yrs less 2 days from 25.3.79	24.5.94
Rio's Discotheque, the Palatine Building, Bank Hey Street, Blackpool	Leasehold title absolute	LA684220	Globestar Properties Limited	Seymour Development Limited	99 yrs less 2 days from 25.3.79	28.3.91

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The Boom Room, The Palatine Buildings, Bank Hey Street, Blackpool	Leasehold title absolute	LA741347	Globesta r Propert es Limited	Seymour Developme nt Limited	99 yrs less 2 days from 25.3 79	21 7.9 4
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 590157
CHARGE NO. 51**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 24
SEPTEMBER 2012 AND CREATED BY SEYMOUR
DEVELOPMENT LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE OF THE OBLIGORS TO BANK OF SCOTLAND
PLC (THE "SECURITY TRUSTEE") AND EACH OF THE FINANCE
PARTIES 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
28 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 OCTOBER 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES