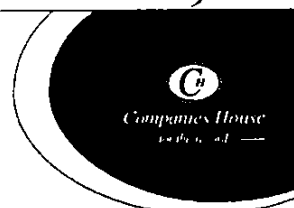


# MG01

Particulars of a mortgage or charge

$$228953/39$$


**✓ 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

**X What this form is NOT**  
You cannot use this form for particulars of a charge company To do this, please use form MG01s

SATURDAY



A34 10/12/2011 86  
COMPANIES HOUSE

|                |   |   |   |   |   |   |   |   |
|----------------|---|---|---|---|---|---|---|---|
| Company number | 0 | 1 | 1 | 0 | 4 | 8 | 4 | 9 |
|----------------|---|---|---|---|---|---|---|---|

|                      |  |
|----------------------|--|
| Company name in full | HILLFIELD SECURITIES (HOLDINGS)<br>LIMITED (the "Mortgagor") |
|----------------------|--|

|  |  |  |  |                  |
|--|--|--|--|------------------|
|  |  |  |  | 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 \*

Date of creation 

|   |   |   |
|---|---|---|
| d | 0 | 5 |
|---|---|---|

|   |   |   |
|---|---|---|
| m | 1 | 2 |
|---|---|---|

|   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| y | 2 | 0 | y | 1 | y | 1 |
|---|---|---|---|---|---|---|

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

|             |  |
|-------------|--|
| Description | Mortgage Deed (the "Mortgage") to secure own liabilities |
|-------------|--|

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

|                |  |
|----------------|--|
| Amount secured | (a) All money and liabilities whether actual or contingent (including further advances made thereafter by the Bank which then were or at any time thereafter might be due, owing or incurred by the Mortgagor to the Bank anywhere or for which the Mortgagor might be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law), |
|----------------|--|

(continued)

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

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Particulars of a mortgage or charge

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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

Lloyds TSB Bank plc

Address

125 COMORE ROW

(the "Bank")

Postcode

83 305

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 (a) By way of legal mortgage with full title guarantee the property specified in the Schedule below and all buildings and fixtures (including trade fixtures) from time to time on any such property as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage).
  - (b) By way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations with full title guarantee any fixed plant and machinery from time to time on any such property as is referred to in 1(a) above and which is not included within the charge in 1 (a) above, and
  - (c) (where any property referred to in 1(a) above is leasehold) by way of fixed charge with full title guarantee as a continuing security for the payment to the Bank of the Secured Obligations any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any rights arising against any nominee purchaser pursuant thereto
  - 2 By way of assignment with full title guarantee all amounts then or thereafter owing to the Mortgagor by way of
    - (a) rent (but excluding ground rent, service charge and any sums payable in respect of any services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the property, assets, rights and interests charged by 1 above (the "Mortgaged Property"),
    - (b) licence fee by any licensee (whether present or future) of the Mortgaged Property,
    - (c) service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property,
- (continued)

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Particulars of a mortgage or charge

|   |  |  |
|---|--|--|
| <p><b>7</b></p> <p>Commission allowance or discount</p> | <p><b>Particulars as to commission, allowance or discount (if any)</b></p> <p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>NIL</p>  |  |
|   | <p><b>8</b></p> <p><b>Delivery of instrument</b></p> <p>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 866)</p> <p>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 870) 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)</p> |  |
| <p><b>9</b></p> <p>Signature</p>                        | <p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>  |  |

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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

LC106 817

Company name

SGH MARTINEAU

Address

NO1 Colmore Sq

Post town

Birmingham

County/Region

Postcode

B4 6AA

Country

DX

721090 B'ham 43

Telephone

0500 763 1576

☒ 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.



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)

# MG01 - continuation page

## Particulars of a mortgage or charge

| 4              | Amount secured   |  |
|----------------|--|--|
|                | Please give us details of the amount secured by the mortgage or charge   |  |
| Amount secured | <p>(b) Interest on all such money and liabilities to the date of payment at such rate or rates as from time to time be might agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select,</p> <p>(c) Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage or the Mortgaged Assets (including any acts necessary to release the Mortgaged Assets (as defined in the Mortgage) from the security) or in enforcing the security thereby created on a full and unqualified indemnity basis,</p> <p>(d) Any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage Such fees shall be payable at such rate as may be specified by the Bank, and</p> <p>(e) All other money and liabilities expressed to be secured by the Mortgage and all other obligations and liabilities of the Mortgagor under the Mortgage</p> |  |

# MG01 - continuation page

## 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>(d) rent deposit and purchase deposit, and</p> <p>(e) any other amounts (including without limitation ground rents, rent charges, and dilapidations) payable by any tenant licensee or occupier (in any such case whether present or future) of the Mortgaged Property,</p> <p>and in each case the proceeds thereof and all rights to recover such amounts and, subject to re-assignment on payment of the Secured Obligations</p> <p>3 Charges with full title guarantee and as a continuing security for the payment to the Bank of the Secured Obligations</p> <p>(a) by way of fixed charge all present and future amounts owing to the Mortgagor by way of rent (but excluding ground rent, service charge and any sums payable in respect of services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof),</p> <p>(b) by way of fixed charge all present and future amounts owing to the Mortgagor by way of licence fee by any licensee (whether present or future) of the Mortgaged Property (and the proceeds thereof),</p> <p>(c) by way of fixed charge all present and future amounts owing to the Mortgagor in respect of service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof),</p> <p>(d) by way of fixed charge all present and future amounts owing to the Mortgagor by way of insurance claims in connection with the Mortgaged Property (and the proceeds thereof),</p> <p>(e) by way of fixed charge all present and future amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),</p> <p>(f) by way of fixed charge all present and future book and other debts other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on thereat (insofar as not charged by 3(a) - (e) inclusive above) (including without limitation any ground rents, rent charges, rent deposits, purchase deposits, dilapidations and monies payable to the Mortgagor pursuant to any Enfranchising Legislation) (and in each case the proceeds thereof), and</p> <p>(g) by way of floating charge all the present and future stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property ("Chattels") belonging to the Mortgagor or in which the Mortgagor has any interest ("Mortgaged Chattels")</p> <p>(continued)</p> |  |

# MG01 - continuation page

## 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>4 By way of assignment with full title guarantee the goodwill of the business (if any) which then was or at any time thereafter carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences, permits, consents and authorisations (if any) (including Environmental Licences (as defined in the Mortgage) to the extent they are capable of being charged) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property (the "Mortgaged Licences") (if any) and also the full right to recover and receive all compensation which might at any time become payable to the Mortgagor by virtue of the Licensing Act 2003 or any other statutory enactment, subject to re-assignment upon payment of all the Secured Obligations</p> <p>5 By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property, subject to re-assignment upon payment of all the Secured Obligations</p> <p>6 Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, by way of fixed charge with full title guarantee the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the "Share(s)") as a continuing security for the payment to the Bank of the Secured Obligations, and</p> <p>7 By way of assignment with full title guarantee the Intellectual Property Rights being</p> <p>(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Mortgagor is legally, beneficially or otherwise interested,</p> <p>(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Mortgagor or granted by the Mortgagor, and</p> <p>(c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights might subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Mortgagor and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property might be incorporated,</p> <p>(continued)</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

that arise in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations

THE SCHEDULE  
THE MORTGAGED PROPERTY

The property known as or being

The property is

Freehold ☒

Leasehold ☐

341 Fishponds Rd  
Eastville  
Bristol  
BS5 6QG

Including the entirety of the property comprised in the document(s) particulars of which are set out below

| Date | Description<br>(Conveyance, Lease, Assignment, Assent etc) | Parties |
|------|--|---------|
|      |  |         |

Title No(s)

Administrative Area

BL 38749

### NOTE

(A) By sub-clause 5 1 of the Mortgage the Mortgagor shall not without the prior written consent of the Bank

(i) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (other than the Mortgaged Chattels (subject as provided in clause 5 5(a) of the Mortgage)),

(continued)



# MG01 - continuation page

## Particulars of a mortgage or charge

|                   |   |  |
|-------------------|---|--|
| 6                 | <b>Short particulars of all the property mortgaged or charged</b><br>Please give the short particulars of the property mortgaged or charged   |  |
| Short particulars | <p>(ii) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business,</p> <p>(iii) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule to the Mortgage ("Prior Mortgages") and a lien over any Chattels arising by operation of law in the ordinary course of the Mortgagor's business as conducted during the 12 months preceding the date when the lien first came into existence) over all or any part of the Mortgaged Assets, or</p> <p>(iv) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by A(iii) above</p> <p>(B) By sub-clause 5 5(b) the Mortgagor covenanted that it would pay into its account or accounts with the Bank</p> <p>(i) the rents, fees, service charges, sums, deposits and other amounts referred to in 2 above and the proceeds thereof, and</p> <p>(ii) the proceeds of the book and other debts, monetary claims and choses in action, rentals and other payments referred to in 3 above</p> <p>provided that (where relevant) the Bank shall be deemed to receive the rentals and other amounts referred to in 2 and 3 (a),(b),(c),(d) and (f) above pursuant to the assignment or fixed charge respectively contained therein and not pursuant to the charges over the Mortgaged Property or as mortgagee in possession</p> <p>(C) By sub-clause 5 5(c) the Mortgagor declares that all such proceeds received or obtained by the Mortgagor or on the Mortgagor's behalf but which are not so paid or transferred into that account or accounts shall be received and held by the Mortgagor on trust for the Bank</p> |  |



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

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

**COMPANY NO. 1104849  
CHARGE NO. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DATED 5 DECEMBER  
2011 AND CREATED BY HILLFIELD SECURITIES (HOLDINGS)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON  
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE  
10 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 DECEMBER  
2011

*Do*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES