

# MG01

## Particulars of a mortgage or charge



037825/156

**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 for a Scottish company. To do this, please use form MG01s

SATURDAY



A38

\*A9DJ2RLT\*  
12/02/2011  
COMPANIES HOUSE

232

**1**

**Company details**

Company number

0 1 8 8 3 0 8 2

Company name in full

A&P Southampton Limited (the "Company")

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

d 0 d 1 m 0 m 2 y 2 y 0 y 1 y 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

Debenture (the "Debenture")

**4**

**Amount secured**

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

Amount secured

All monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Company to the Group (or any Group Member) whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Company's other liabilities whatever to the Group (or any Group Member) including without limitation indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any account or other account, or in any other manner whatsoever, together with interest and including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner of the relevant Group Member (as well after as before judgment) (the "Secured Liabilities")

**Continuation page**

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

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## 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 Santander UK plc (the "Bank")  
Address 2 Triton Square, Regent's Place, London

Postcode N W 1 3 A N

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 Fixed Charge  
The Company with Full Title Guarantee, as a continuing security for the payment of all Secured Liabilities, charges in favour of the Bank (as security trustee for the Group Members)
  - 1 1 by way of fixed charge
    - 1 1 1 all right, title, estate and other interests of the Company in each Charged Property,
    - 1 1 2 the Book Debts,
    - 1 1 3 all present and future goodwill and uncalled capital for the time being of the Company
- 2 Assignment  
The Company with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities, charges to the Bank (as security trustee for the Group Members) by way of first priority assignment all of its right, title, estate and other interests in and to -
  - 2 1 the Rental Income and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Charged Property and all guarantors and sureties for the obligations of such persons but excluding rents due in respect of service charges, insurances and public utilities,

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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 866)

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)

### 9 Signature

Please sign the form here

Signature

Signature

X Geldards 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 David Rothera

Company name Geldards LLP

Address Dumfries House

Dumfries Place

Post town Cardiff

County/Region

Postcode C F 1 0 3 Z F

Country

DX 33001 Cardiff 1

Telephone 029 2023 8239



### 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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 2 to the extent that they are capable of being charged the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Company in relation to any Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on any Charged Property and any other person, firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons, and</p> <p>2 3 the benefit of all Property Agreements, or the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to the Company under or in respect of any Property Agreement,</p> <p>3 <u>Floating Charge</u></p> <p>The Company with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank (as security trustee for the Group Members) by way of floating charge the whole of the Company's undertaking and all other property, assets and rights of the Company whatsoever, wherever situate, whether movable, immovable, present or future, which are, for any reason, not validly charged or assigned pursuant to paragraphs 1 and 2 above)</p> <p>4 <u>Restrictions</u></p> <p>The Company represents, warrants and undertakes to the Bank (as security trustee for the Group Members) that (save with the prior written consent of the Bank) it</p> <p>4 1 1 is and will be the sole beneficial owner with Full Title Guarantee of all the Charged Assets free from Encumbrances and will not create or attempt to create or permit to subsist or arise any Encumbrance or any right or option on the Charged Assets or any part thereof,</p> <p>4 1 2 will not (save in the normal course of trading at not less than market value) sell, convey, assign, lease or transfer the Charged Assets or any interest therein or otherwise part with, share possession or dispose of any of the Charged Assets or assign or otherwise dispose of any monies payable to the Company in relation to the Charged Assets or agree to do any of the foregoing,</p> <p>4 2 will not (in relation to any Charged Property) exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Company by common law or by statute or accept the surrender of any lease, underlease or tenancy or release or vary any of the terms of any such lease, underlease or tenancy or exercise any power to determine or extend the same or agree to do any of the foregoing,</p> <p>4 3 will not part with or share possession of all or any part of the Charged Assets or part with or share possession or occupation of any Charged Property or any part of it or grant any tenancy or licence to occupy any Charged Property or agree to do any of the foregoing, and</p> <p>4 4 will not deal with the Book Debts in any other way otherwise than in accordance with paragraphs 5 1 and 5 2 below</p> <p>5 <u>Book Debts</u></p> <p>5 1 To collect and realise all Book Debts charged under the Debenture in the ordinary course of its business and pay into the Company's account with the Bank all proceeds of such collection and realisation which it may receive in respect of those Book Debts immediately upon receipt and pending such payment hold such monies on trust for the Group</p>	

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### Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>5 2 Not to release, exchange, compound, set-off or deal with all or any of the Book Debts otherwise than by getting in and realising the same in the ordinary and proper course of its trading business (and for this purpose the realisation of debts by means of block discounting factoring or the like shall not be regarded as dealing in the ordinary and proper course of its trading business)</p> <p>6 <u>Conversion of Floating Charge</u></p> <p>6 1 Notwithstanding anything expressed or implied in the Debenture, the floating charge created by paragraph 3 above shall (unless otherwise agreed in writing by the Bank) automatically and without notice be converted into a fixed charge in respect of any Charged Assets subject to it -</p> <p>6 1 1 which shall become subject to an Encumbrance or to a disposition contrary to the provisions of paragraph 4 above, or</p> <p>6 1 2 if the Company ceases to carry on its business or substantially the whole of its business or threatens to cease to carry on the same or substantially changes the nature of its business, or</p> <p>6 1 3 if any encumbrancer takes possession of, or a receiver is appointed over, all or any part of the Charged Assets, or</p> <p>6 1 4 if an order is made for the winding-up of the Company by the court or if an effective resolution is passed for the creditors' voluntary winding-up of the Company, or</p> <p>6 1 5 if a petition which is not frivolous or vexatious is presented for an administration order to be made in relation to the Company pursuant to the Insolvency Act 1986</p> <p>6 2 The Bank may at any time by notice in writing to the Company convert the floating charge referred to in paragraph 3 into a fixed charge as regards any of the Charged Assets specified in the notice,</p> <p>6 2 1 if the Company makes default in the payment when due of the Secured Liabilities, or</p> <p>6 2 2 which the Bank shall consider to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other process levied or threatened or to be otherwise in jeopardy, or</p> <p>6 2 3 if any distress, execution, sequestration or other process is levied or enforced upon or sued out against the property of the Company for repayment of all or any of the Secured Liabilities and is not discharged within seven days of being levied, or</p> <p>6 2 4 if the Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof for the time being in force or certifies that it is unable to pay its debts as and when they fall due, or</p> <p>6 2 5 if the Company fails to comply with any of the covenants, conditions or provisions contained in the Debenture, or</p> <p>6 2 6 if any Charged Property or any part thereof is compulsorily acquired by or by order of any local or other authority and as a result the business of the Company is, in the opinion of the Bank, seriously affected, or</p> <p>6 2 7 if an effective resolution is passed for the members' voluntary winding-up of the Company or if a proposal is made to the Company and its creditors for a voluntary arrangement pursuant to Section 1 of the Insolvency Act 1986, or</p>	

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Short particulars

6 2 8 if the Company suspends or threatens to suspend a substantial part of its business operations (otherwise than for the purposes of a reconstruction or amalgamation on terms previously approved in writing by the Bank) or any governmental authority permits or procures or threatens to permit or procure any reorganisation transfer or expropriation (whether with or without compensation) of a substantial part of the business or assets of the Company, or

6 2 9 if in the opinion of the Bank a material adverse change occurs in the financial condition, results of operations or business of the Company

**"Book Debts"** means all book and other debts in existence from time to time, both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company and the benefit of all rights whatsoever relating thereto including (without prejudice to the generality of the foregoing) credit balances with the Bank, bankers or other third parties, surplus proceeds of realisation of any security held by any persons other than a Group Member and things in action which give rise or may give rise to a debt or debts, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights

**"Charged Assets"** means the whole of the undertaking and all other property, assets and rights of the Company which are the subject of any security created or purported to be created by the Debenture and includes any part of or any interest in them

**"Charged Property"** means all the freehold or leasehold property now or at any time vested in or held by or on behalf of the Company and including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any Insurance and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof

**"Encumbrance"** means any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment

**"Expenses"** means all interest, commission, fees and legal and other costs, charges and expenses which any Group Member or any Receiver may charge or incur in relation to the Company or the Debenture and the preparation, negotiation and creation of the Debenture and/or in relation to the Charged Assets and/or breach of any provision of, and the protection, realisation or enforcement of, the Debenture, in each case on a full indemnity basis

**"Full Title Guarantee"** has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994

**"Group"** means the Bank and its Subsidiaries for the time being

**"Group Member"** means each member of the Group

**"Property Agreements"** means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis)

**"Receiver"** means an administrative receiver, receiver or receiver and manager appointed

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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

by the Bank over all or any of the Charged Assets pursuant to this Debenture whether alone or jointly with any other person and includes any substitute for them appointed from time to time

**"Rental Income"** means the gross rents, licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Charged Property or any agreement for lease or otherwise without limitation derived by the Company from the Charged Property or otherwise paid to or received by the Company in respect of the Charged Property for the avoidance of doubt shall not include rents payable in respect of service charges, insurance or public utilities

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006





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

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

**COMPANY NO. 1883082  
CHARGE NO. 18**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 FEBRUARY  
2011 AND CREATED BY A & P SOUTHAMPTON LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE GROUP (OR ANY GROUP MEMBER) ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 12  
FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 FEBRUARY  
2011

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES