



**Registration of a Charge**

Company Name: **HAZLITT HOLLAND-HIBBERT LIMITED**

Company Number: **04366654**



Received for filing in Electronic Format on the: **04/11/2022**

XBG1LPLS

**Details of Charge**

Date of creation: **02/11/2022**

Charge code: **0436 6654 0036**

Persons entitled: **BANK OF SCOTLAND PLC AS AGENT AND TRUSTEE FOR ITSELF AND EACH OF THE SECURED PARTIES**

Brief description: **THE OBJECT DESCRIBED IN SCHEDULE 1 OF THE INSTRUMENT. PLEASE SEE THE INSTRUMENT FOR MORE DETAILS.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**ADDLESHAW GODDARD LLP**



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

Company number: 4366654

Charge code: 0436 6654 0036

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd November 2022 and created by HAZLITT HOLLAND-HIBBERT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2022 .

Given at Companies House, Cardiff on 8th November 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## CHATELS MORTGAGE

THIS DEED is made on 2 NOVEMBER 2022

### BETWEEN:

- (1) **HAZLITT HOLLAND-HIBBERT LIMITED** a company incorporated in England and Wales with registered number 04366654 whose registered address is at 38 Bury Street, London, SW1Y 6BB (the "**Chargor**"); and
- (2) **BANK OF SCOTLAND PLC** (the "**Security Agent**") as agent and trustee for itself and each of the Secured Parties (as defined in the Debenture).

### INTRODUCTION

- (A) The Chargor has entered into a deed dated 1 October 2020 (as supplemented and amended from time to time, the "**Debenture**") with Bank of Scotland PLC as agent and security trustee for itself and the Secured Finance Parties.
- (B) The Chargor has agreed to grant Transaction Security over certain Objects owned by it in favour of the Security Agent and has executed this Deed as a supplement to the Debenture to give effect to the grant of such Transaction Security.

IT IS AGREED as follows:-

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning in this Deed and in addition:

**"Assigned Insurances"** means the Insurances (if any) specified in Schedule 2 (*Assigned Insurances*) (including any renewal, substitution or replacement of such Insurance) which relate to the Objects and/or the Documents of Title

**"Documents of Title"** means all bills of sale, invoices and other documents of transfer or title or which evidence title or transfer or otherwise evidence or establish the provenance of the Objects, including the documents listed in Schedule 1 (*Objects and Documents of Title*) to this Deed

**"Objects"** means the item or items described in Schedule 1 (*Objects and Documents of Title*) to this Deed together with the benefit of all related licences, technical and log books and warranties

- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

## 2 SECURITY

- 2.1 As continuing security for the payment of the Secured Liabilities, the Chargor hereby:

2.1.1 charges to the Security Agent by way of first legal mortgage all its right, title and interest from time to time in and to the Objects; and

2.1.2 assigns absolutely in favour of the Security Agent to the extent not effectively charged all of its right, title and interest from time to time in:-

- (a) the Objects and their proceeds of sale;
- (b) the Documents of Title;
- (c) the proceeds of exploitation of the chattels listed below, whether by reproduction, sale, show, exhibition or otherwise and whether taking place in a public art gallery or elsewhere;
- (d) all copyright and other Intellectual Property rights relating to the Objects and all contracts and other arrangements relating to the use, development, distribution, production, licensing or other exploitation of such intellectual property rights and all moneys payable and to become payable thereafter or in connection therewith; and
- (e) the Assigned Insurances to which it is a party and all Related Rights under or in connection with the Assigned Insurances to which it is a party,

in each case on the terms set out in Clause 3 (*Charges*) of the Debenture.

### **3 EFFECT ON DEBENTURE**

- 3.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 3.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

### **4 GOVERNING LAW**

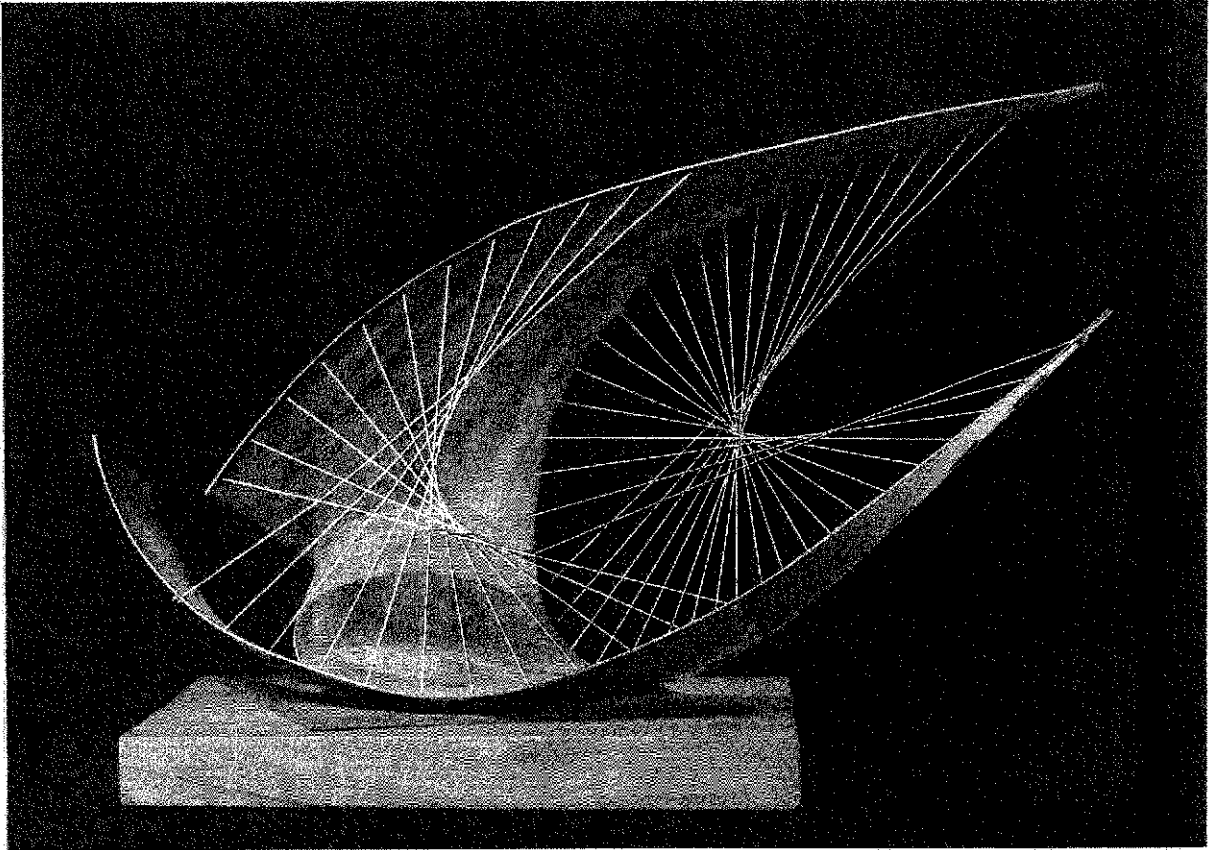
This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Deed.

## SCHEDULE 1

### OBJECTS AND DOCUMENTS OF TITLE

1 Photograph of Object:



1.1 Description of Object:

Title	Stringed Figure (Curlew) (Maquette)
Subject	Stringed Figure (Curlew) (Maquette)
Date or Period	1956
Maker	Barbara Hepworth
Materials and Techniques	Brass and string on original wooden base
Measurements	14 inch
Inscriptions and Markings	None
Distinguishing Features	None
Additional Information	None

## 1.2 Documents of Title

Title	Stringed Figure (Curlew) (Maquette)
Artist	Barbara Hepworth
Method of Purchase	Bill of Sale
Details	Credit statement dated 08 December 2021

**SCHEDULE 2**

**ASSIGNED INSURANCES**

1      None at the date of this Deed



**EXECUTION PAGES TO CHATTELS MORTGAGE**

**The Chargor**

Executed as a deed by

**HAZLITT HOLLAND-HIBBERT LIMITED**

acting by

a director in the presence of

)

)

)

Director

Signature of witness

Name of witness

*M. BLON*

Address

Occupation

*MANAGEMENT ACCOUNTANT -*

**The Security Agent**

**SIGNED** for and on behalf of

**BANK OF SCOTLAND PLC**

)

)

)