

MG01

Particulars of a mortgage or charge

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Oyez

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 for**  
You cannot use this  
particulars of a charge  
company To do this  
form MG01s

THURSDAY



A39 17/03/2011 228

COMPANIES HOUSE

official use

**Company details**

Company number 00057696

Company name in full Hall & Woodhouse Limited ("the Company")

**Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**Date of creation of charge**

Date of creation 08/03/2011

**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")

**Amount secured**

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

Amount secured

1. Pursuant to clause 2.1 of the Debenture, the Company irrevocably and unconditionally covenanted with the Security Agent to pay to the Security Agent (as agent and trustee for the Secured Parties) or discharge on demand all the Secured Liabilities when the Secured Liabilities become due

2. Pursuant to clause 2.2 of the Debenture, as a separate and independent stipulation and without prejudice to any other provision of the Debenture, the Company irrevocably and unconditionally covenanted with the Security Agent that it shall indemnify and keep indemnified the Secured Parties on demand by the Security Agent (and on a full indemnity basis) from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Secured Parties or any of them as a result of any failure by any Company to pay to the Secured Parties or discharge on demand all the

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

# MG01

## Particulars of a mortgage or charge

### 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 Barclays Bank PLC ("the Security Agent")

Address , as agent and trustee for the Secured Parties,

1 Churchill Place, London

Postcode E 1 4 5 H P

Name

Address

Postcode

### 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

#### Continuing Security

5 Pursuant to clause 4 1 (General provisions) of the Debenture, the security created under the Debenture:

- (a) is continuing security for the payment and discharge of the Secured Liabilities; and
- (b) is created in favour of the Security Agent as agent and trustee, and the Security Agent holds the benefit of the Debenture on trust for the Secured Parties

#### Fixed Charges

6. Pursuant to clause 4.2 (Scheduled Property) of the Debenture, the Company charged, with full title guarantee, by way of first legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property

7. Pursuant to clause 4 3 (Contracts) of the Debenture, the Company assigned, with full title guarantee, by way of absolute legal assignment, the Contracts

8 Pursuant to clause 4 4 (Book Debts) of the Debenture, the Company charged, with full title guarantee, by way of first fixed charge, the Book Debts.

9 Pursuant to clause 4 5 (Intellectual Property) of the Debenture, the Company charged, with full title guarantee, by way of first fixed charge

- (a) all the Intellectual Property now or in the future owned, possessed or controlled by the Company (whether alone or with others) anywhere in the world,

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## Particulars of a mortgage or charge

### 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

### 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)

### Signature

Please sign the form here

Signature

Signature

X Osborne Clarke 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

Daniel Barnhouse

Company name

Osborne Clarke (ref: DTB)

Address

Temple Quay

2 Temple Back East

Bristol

Post town

County/Region

Postcode

B S I 6 E G

Country

DX DX 7818 Bristol

Telephone

+44 (0) 117 917 3656

### 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



	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Secured Liabilities when the Secured Liabilities become due or as a result of any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever</p> <p>3. Pursuant to clause 13(a) of the Debenture, the Company shall, promptly within 3 Business Days of demand, pay to the Security Agent or the Receiver, or discharge (as the case may be), all costs reasonably incurred by it in connection with</p> <p>(a) the negotiation, preparation, printing and execution of; and</p> <p>(b) any amendment, variation or release (in whole or in part), including the negotiation, preparation, printing and execution of any amendment, variation or release, of, the Debenture, on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant cost was expended, incurred or suffered (whichever is the earlier) by the Security Agent or the Receiver (as the case may be) until full payment or discharge of such cost and such cost shall form part of the Secured Liabilities.</p> <p>the Debenture, on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant cost was expended, incurred or suffered (whichever is the earlier) by the Security Agent or the Receiver (as the case may be) until full payment or discharge of such cost and such cost shall form part of the Secured Liabilities.</p> <p>4. Pursuant to clause 13(b) of the Debenture, the Company shall, within 3 Business Days of demand, pay to the Security Agent or the Receiver, or discharge (as the case may be), all costs incurred by it in connection with the enforcement of, or preservation of rights under the Debenture, on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant cost was expended, incurred or suffered (whichever is the earlier) by the Security Agent or the Receiver (as the case may be) until full payment or discharge of such cost and such cost shall form part of the Secured Liabilities</p>	

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Particulars of a mortgage or charge



## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of the Company relating to the use or exploitation by or on behalf of the Company anywhere in the world of any Intellectual Property owned by others; and

(c) all the Company's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world

10 Pursuant to clause 4.6 (Plant and Machinery) of the Debenture, the Company charged, with full title guarantee, by way of first fixed charge, the Plant and Machinery

11. Pursuant to clause 4.7 (Shares, Securities and Derivative Assets) of the Debenture, the Company charged, with full title guarantee, by way of first fixed charge

(a) the Shares;

(b) the Securities,

(c) all Derivative Assets of a capital nature; and

(d) all Derivative Assets of an income nature

12 Pursuant to clause 4.8 (Bank Accounts) of the Debenture, the Company charged, with full title guarantee, by way of first fixed charge, all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest)

13 Pursuant to clause 4.9 (Goodwill) of the Debenture, the Company charged, with full title guarantee, by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company.

14 Pursuant to clause 4.10 (Insurance) of the Debenture, the Company charged, with full title guarantee, by way of first fixed charge

(a) all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances,

(b) all other present and future insurances and the proceeds of such insurances, and

(c) the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Asset

15. Pursuant to clause 4.11 (Hedging Agreements) of the Debenture, the Company charged, with full title guarantee, by way of absolute legal assignment, the benefit of its Hedging Agreements

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

16. Pursuant to clause 4 12 (Accruals etc) of the Debenture, the Company charged, with full title guarantee:

- (a) by way of absolute legal assignment, all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of clauses 4 2 (Scheduled Property) to 4 11 (Hedging Agreements) (inclusive) of the Debenture (which provisions are detailed above) (the "Accruals"); and
- (b) by way of first fixed charge, the Company's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered (the "VAT Accruals")

### Floating charges

17. Pursuant to clause 4.13 (a) of the Debenture, the Company charged, with full title guarantee, by way of first floating charge, all the undertaking and assets of the Company whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are, for any reason, not validly charged or assigned pursuant to clauses 4 2 (Scheduled Property) to 4 12 (Accruals etc) (inclusive) of the Debenture (which provisions are detailed above)

18. Pursuant to clause 4.13(b) of the Debenture, the floating charge created by the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

### Assignments

19. Pursuant to clause 4 14 of the Debenture, the charges and assignments set out in Clauses 4.2 (Scheduled Property) to 4 12 (Accruals etc) are not intended to cover any Assets which are already charged to the Pension Schemes as at the date of the Debenture

20. Pursuant to clause 4 15 of the Debenture, the assignments set out in Clauses 4.3 (Contracts), 4.11(Hedging Agreements) and 4 12 (Accruals etc) are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.

### Notes:

### Negative Pledge

21. Pursuant to clause 12.1 of the Debenture, the Company undertook to the Security Agents that no Company shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Asset, except in relation to any Permitted Asset Management or any Permitted Disposals.

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>22 Pursuant to clause 12.2 (a) of the Debenture, no Company shall, create, nor purport to create, nor permit to subsist any Security over any of its assets</p> <p>23 Pursuant to clause 12.2(b) of the Debenture, no Company shall:</p> <ul style="list-style-type: none"> <li>(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;</li> <li>(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;</li> <li>(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; nor</li> <li>(d) enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset</li> </ul> <p>24 Pursuant to clause 12 2 (c), clauses 12.1(a) and (b) of the Debenture (as referred to above) do not apply to any Permitted Security</p> <p><b>Further Assurance</b></p> <p>25 Pursuant to clause 7.1 of the Debenture, the Company shall at any time if required by the Security Agent and at the Company's own expense.</p> <ul style="list-style-type: none"> <li>(a) execute and deliver to the Security Agent such further legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Security Agent in its discretion may require of the whole or such part of the Assets as the Security Agent may specify, in such form as the Security Agent in its discretion may require, to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Assets in the Security Agent, its nominee, a Receiver, or in any purchaser from the Security Agent or a Receiver or to perfect or protect the mortgages, charges and assignments created by the Debenture, and</li> <li>(b) pending the execution and delivery of any such assignments, hold such Assets upon trust for the Security Agent or in any other manner required by the Security Agent subject to the provisions of the Debenture</li> </ul> <p><b>Power of attorney</b></p> <p>26. Pursuant to clause 22 4 of the Debenture, the Company irrevocably and by way of security appointed the Security Agent, each person deriving title from the Security Agent and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document</p> <p>.. /cont'd</p>	

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

or do any act or thing which the Company is, obliged to sign, execute or do pursuant to the Debenture but has not done or which the Security Agent, the Receiver or any person deriving title from the Security Agent or the Receiver in the absolute discretion of such person may think fit in connection with the protection, preservation, disposition or realisation of any Security constituted by the Debenture

27. Pursuant to clause 22.5 of the Debenture, without prejudice to the generality of the foregoing provisions of the Debenture, the Company unconditionally undertook to the Security Agent, and separately to the Receiver and to each person deriving title from the Security Agent or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to clause 22.4 of the Debenture (as detailed in paragraph 26 above and this paragraph 27)

### Definitions:

All words and expressions in this Form MG01 shall have the meanings stated below

"**Accession Deed**" means a document substantially in the form set out in Schedule 4 of the Debenture

"**Assets**" means the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of each of the Companies

"**Book Debts**" means

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Company; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

"**Charged Property**" means the whole or any part of the property, assets, income and undertaking of each of the Companies from time to time mortgaged, charged or assigned to the Security Agent pursuant to the Debenture, including, where the context permits, the proceeds of sale or realisation thereof

"**Common Terms Agreement**" means the common terms agreement dated the same date as the Debenture (as may be amended or supplemented from time to time) and made between (amongst others) the Company, the Original Lenders (as defined therein), Barclays Bank PLC as agent of the other Finance Parties and Barclays Bank PLC as Security Agent.

"**Companies**" means the Original Companies and any company that has executed an Accession Deed in favour of the Security Agent

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>"Contracts"</b> means all of the Company's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which such Company is a party</p> <p><b>"Default Rate"</b> means the default rate of interest set out in clause 9.3 of the Common Terms Agreement.</p> <p><b>"Derivative Assets"</b> means all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Securities, Shares or any Derivative Assets previously described.</p> <p><b>"Facilities"</b> means the Barclays Facility, HSBC Facility, Lloyds Facility and Fortis Facility or any of them as the context may require (each a "Facility").</p> <p><b>"Finance Documents"</b> means as defined in the Common Terms Agreement</p> <p><b>"Finance Parties"</b> means the agent, the Security Agent, a Lender or a Hedge Counterparty and "Finance Parties" shall mean all of them.</p> <p><b>"Fixed Charge Asset"</b> means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 4 (Security) of the Debenture, or (with effect from the date of its creation) any security created pursuant to clause 7(Further Assurance) of the Debenture (which provisions are detailed in Part 2 of this form MG01)</p> <p><b>"Fixtures"</b> means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable property other than tenant's fixtures.</p> <p><b>"Group"</b> means as defined in the Common Terms Agreement.</p> <p><b>"Hedging Agreements"</b> means as defined in the Common Terms Agreement.</p> <p><b>"Intellectual Property"</b> means</p> <ul style="list-style-type: none"> <li>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and</li> <li>(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)</li> </ul> <p><b>"Lender"</b> means as defined in the Common Terms Agreement</p> <p><b>"Obligor"</b> means as defined in the Common Terms Agreement.</p> <p>.../cont'd</p>	

## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

**"Original Companies"** means the Companies whose names, company numbers and registered offices are set out in Annex 1 (The Original Companies) to these continuation pages.

**"Pension Schemes"** means as defined in the Common Terms Agreement

**"Permitted Asset Management"** means as defined in the Common Terms Agreement

**"Permitted Disposals"** means as defined in the Common Terms Agreement

**"Permitted Security"** means as defined in the Common Terms Agreement

**"Plant and Machinery"** means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures and any trade fixtures and fittings of a public house which a Company is permitted to dispose of pursuant to the Common Terms Agreement), wherever they are situated, which are now, or at any time after the date of the Debenture become, the property of any Company

**"Receiver"** means any receiver appointed pursuant to the Debenture, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver

**"Rights"** means all of any Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of each Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, any agreements which may be granted by a Company or any person deriving title from a Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which a Company has an interest).

**"Scheduled Property"** means all the property short particulars of which are set out in Annex 2 (The Scheduled Property) of these continuation pages, including, without limitation, all Fixtures on such property, all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which the relevant Company is entitled in respect of such property, all of which are now or at any time after the date of the Debenture become the property of the Company.

**"Secured Liabilities"** means all money, debts, obligations and liabilities from time to time due, owing or incurred by the Companies or any of them to any Secured Party or their assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case under each Finance Document to which such Company is a party, as amended, varied, restated, supplemented, substituted, replaced or novated

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (e) whether express or implied;
  - (f) in whatever name, form or style;
  - (g) in whatever currency it is denominated;
  - (h) whether originally owing to the Secured Party or purchased or otherwise acquired by the Secured Party, its assignee or successor, or
  - (i) otherwise,
- including, without limitation:
- (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;
  - (b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Secured Party for or at the request of a Company, and
  - (c) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are incurred by the Secured Party in connection with the Secured Liabilities or generally in respect of the Company or the Security Documents (including, without limitation, legal fees) on a full indemnity basis

**"Secured Party"** means as defined in the Common Terms Agreement, and **"Secured Parties"** shall be construed accordingly.

**"Securities"** means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Company, including, without limitation, any of the Shares, together with all property and rights of the Company in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect in any jurisdiction.

**"Security Documents"** means as defined in the Common Terms Agreement.

**"Shares"** means the 30,000 ordinary shares in Woodhouse Inns Limited held by the Company at the execution date of the Debenture.

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

### Annex 1 - The Original Companies

Hall & Woodhouse Limited, Co No 00057696  
Woodhouse Inns Limited, Co No:00625878

### Annex 2 - The Scheduled Property

#### Property address, Title Number, Tenure

ALBION  
The Square, Wimborne, Dorset BH12 1HR, DT369588, Freehold

AMBERWOOD  
154 Ringwood Road, Walkford, Christchurch, Dorset, BH23 5RQ, DT73577, Freehold

ANGEL  
Ringwood Road, Longham, Wimborne, Dorset, BH22 9AP, DT248170, Freehold

ARDINGLY INN  
Street Lane, Ardingly, West Sussex RH17 6UA , WSX100425, Freehold

BADER ARMS  
Malcolm Road, Tangmere, Nr Chichester, West Sussex P020 6HS, WSX214892, Freehold

BARFORD INN  
Barford St Martin, Wiltshire SP3 4AB, WT285562, Freehold

BARLEY MOW  
Colehill, Wimborne, Dorset BH21 7AH , DT377130, Freehold

BARN OWL  
Aller Road, Newton Abbot, Devon, DN398174, Freehold

BAT & BALL  
Newpound, Wisborough Green, Billingshurst, West Sussex RH14 0EH, WSX238542, Freehold

BEAR  
7 Market Square, Horsham, West Sussex RH12 1EU, WSX238530, Freehold

BEAR CROSS  
Bear Cross, Bournemouth, Dorset BH11 9LU, HP25670, Freehold

BELL  
Rudge Road, Standerwick, Frome, Somerset BA11 2PR , ST97050, Freehold

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

BLACK HORSE  
Reigate Road, Hookwood, Nr Gatwick, Surrey RH6 OHU, SY625187, Freehold

BLACK HORSE  
95 Slough Road, Iver Heath, Bucks, SL0 0DH, BM66719, Freehold

BLACK HORSE  
Sturminster Marshall, Wimborne, Dorset, BH21 4AQ, DT366112, Freehold

BLACK SWAN  
Pease Pottage, Nr Crawley, West Sussex RH11 9AJ, WSX238541, Freehold

BLACKMORE VALE INN  
Marnhull, Sturminster Newton, Dorset, DT10 1JJ, DT338223, Freehold

BLUE SHIP  
The Haven, Billingshurst, West Sussex, RH14 9BS, WSX238534, Freehold

BOARS HEAD  
Worthing Road, Horsham, West Sussex, RH13 7AD, WSX138012, Freehold

BOTANY BAY  
Winterbourne Zelston, Dorset, DT11 9ET, DT308048, Freehold

BRICKMAKERS ARMS  
New Road, Ridgewood, Uckfield, East Sussex TN22 5TH, ESX72791, Freehold

BUFFALO INN  
Wyke Gillingham, Dorset SP8 4NJ, DT357623, Freehold

BULL INN  
Townbridge, Sturminster Newton, Dorset, DT10 2BS, DT359594, Freehold

BULL INN  
Wimborne St Giles, Wimborne, Dorset, BH21 5NF, DT369661, Freehold

CENTRAL  
Ashley Cross, Lower Parkstone, Dorset BH14 0JB, DT359469, Freehold

CHARLTON INN  
Charlton Marshall, Blandford, Dorset, DT11 9NH, DT359791, Freehold

CHEQUERS INN  
Well, Odiham, Hants RG29 1TL, HP669225, Freehold

CHERRY TREE  
Copthorne Bank, Copthorne, Crawley, West Sussex, RH10 3JD, SY692462, Freehold

CHERRY TREE  
Crawley Road, Faygate, Horsham, West Sussex, RH12 4SA, WSX238543, Freehold

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

### **CHESTNUT HORSE**

Easton SO21 1EG, HP365406, Freehold

### **CHURCHILL ARMS**

Aldersholt, Fordingbridge, Hants, SP6 3AA, DT338791, Freehold

### **COCK & BOTTLE**

Morden, Wareham, Dorset, DT369695, Freehold

### **CRABTREE**

Brighton Road, Lower Beeding, Horsham, West Sussex, RH13 6PT, WSX238544, Freehold

### **CRICKETERS**

Coronation Road, Littlewick Green, Maidenhead, Berkshire SL6 3RA, BK150148, Freehold

### **CROSS KEYS**

Mannington, Wimborne, Dorset, BH21 7JZ, DT377580, Freehold

### **CROWN INN**

Marnhull, Sturminster Newton, Dorset DT10 1LN, DT366129, Freehold

### **CROWN INN**

High Street, Shaftesbury, Dorset SP7 8JG , DT339032, Freehold

### **DAMORY OAK**

Damory Court Street, Blandford Forum, Dorset DT11 7QX, DT370611, Freehold

### **DARBY'S CORNER**

Waterloo Road, Poole, Dorset, BH17 7LD, DT537, Freehold

### **DOG & BACON**

North Parade, Horsham, West Sussex, RH12 2QR, WSX238545, Freehold

### **DOG & DUCK**

Dorking Road, Kingsfold, Horsham, West Sussex, RH12 3SA, WSX238537, Freehold

### **DOG & DUCK**

Outwood, Nr Redhill, Surrey, RH1 5QU, SY516334, Freehold

### **DOLPHIN**

Peacemarsh, Gillingham, Dorset, SP8 4HB, DT369574, Freehold

### **DOLPHIN**

East Newton Ferrers, Devon, PL8 1AE , DN179417, Freehold

### **DORSET KNOB**

Alder Road, Parkstone, Dorset, BH12 4AX, DT360381, Freehold

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

### **DORSET SOLDIER**

Corfe Mullen, Wimborne, Dorset, BH21 4AX, DT4426, Freehold

### **DRAGON**

Forest Road, Colgate, Horsham, West Sussex, RH12 4SY, WSX238536, Freehold

### **DRAX ARMS**

Bere Regis, Wareham, Dorset, BH20 7HH, DT369673, Freehold

### **EEL PIE**

9-11 Church Street, Twickenham, Middlesex, TW1 3NJ, SGL163275, Freehold

### **EMPRESS OF BLANDINGS**

Romsey Road, Copythorne, Hants SO40 2PE, HP587107, Freehold

### **FARQUHARSON ARMS**

Pimperne, Blandford Forum, Dorset DT11 8TX, DT359702, Freehold

### **FIVE BELLS**

High Street, Burton, Nr Petersfield, Hants, GU31 5RX, HP431098, Freehold

### **FLUER DE LYS HOTEL**

Cranborne, Wimborne, Dorset, BH21 5PP, DT346864, Freehold

### **FORESTERS ARMS**

High Street, Fairwarp, Uckfield, East Sussex, TN22 3BP, ESX158366, Freehold

### **FORESTERS ARMS**

Kirdford, Billingshurst, West Sussex RH14 0ND , WSX238535, Freehold

### **FOUNTAIN**

Rusper Road, Horsham, West Sussex, RH12 4BJ, WSX238503, Freehold

### **FOX**

Bucks Gr

3JP, WSX238525, Freehold

### **FOX INN**

Ansty, Do

11419171

78214, Freehold

### **GAMEKE**

Turnworth

Part 11

RG25 2LU, HP522556, Freehold

### **GARDENI**

Selsfield Rc

80700, Freehold

### **GATE**

Ifield, Crawl

Freehold

### **GATWICK**

42 High Stre

ehold

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

GEORGE  
Mere, Wiltshire, BA12 6DR, WT274895, Freehold

GEORGE & DRAGON  
Dragon's Green, Shipley, Horsham, West Sussex, RH13 7JE, WSX238538, Freehold

GEORGE INN  
St Mary Bourne, Andover, Hants, SP11 6BG, HP313913, Freehold

GOFFS MANOR  
Old Horsham Road, Southgate, Crawley, West Sussex, WSX107038, Freehold

GRASSHOPPER  
141 Bournemouth Road, Parkstone, Poole, Dorset, BH14 9HT, DT377726, Freehold

GREYHOUND  
Market Place, Blandford, Dorset DT11 7EB, DT370015, Freehold

GREYHOUND  
Staple Fitzpaine, Tauton, Somerset, ST252296, ST252295, Freehold

GREYHOUND  
19 Stocks Road, Aldbury, Tring, Herts, HP23 5RT, HD331541, Freehold

GROVE ARMS  
Ludwell, Sherborne, Dorset, WT221384, Freehold

HALF MOON  
Salisbury Road, Shaftesbury, Dorset SP7 8BS, DT369545, Freehold

HALFWAY INN  
Norden, Nr Corfe Castle, Wareham, Dorset, BH20 5DU, DT204453, Freehold

HALFWAY INN  
Bath Road, Newbury, Berks RG20 8NR, BK140274, Freehold

HALL & WOODHOUSE, BATH  
Old King Street, Bath, AV18867, ST259743, Freehold

HANGLETON MANOR  
Hangleton Valley Drive, Hove, East Sussex, SX109572, Freehold

HANKRIDGE ARMS  
Hankridge Way, Riverside, Taunton, Somerset TA1 2LR, ST121689, Freehold

HARBOUR INN  
Church Street, Axmouth, Seaton, DN523301, Freehold

HARE & HOUNDS  
Brentmoor Road, West End, Surrey, GU24 9QG, SY648511, Freehold

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

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Short particulars

HEN & CHICKEN  
Upper Froyle, Nr Alton GU34 9JH, HP579792, Freehold

HOPBINE  
Petteridge Petteridge Lane, Matfield, Tonbridge, Kent, TN12 7NE, K486877, K262810, Freehold

HORNBROOK  
Brighton Road, Horsham, West Sussex, RH13 6QA, WSX238531, Freehold

HORNS INN  
Colehill, Wimborne, Dorset BH21 7AA, DT377591, Freehold

HORSE & GROOM  
Woodgreen, Nr Fordingbridge, Hants, SP6 2AS, HP469412, Freehold

HOUSE MARTIN  
Christchurch Road, Barton on Sea, New Milton, Hants BH25 6QF , HP728752, Freehold

HUNTSMAN  
Eridge, Nr Tunbridge Wells, TN11 9LE, ESX240598, Freehold

JEKYLL & HYDE  
Turgis Green, Nr Basingstoke, Hants, RG27 0AV, HP724769, Freehold

JOLLY SAILOR  
Lands End Road, Old Burseldon, Southampton, Hants, SO31 8DN, HP699755, HP158783, Freehold

KINGS ARMS  
64 Bishopric, Horsham, West Sussex, RH12 1QN, WSX238524, Freehold

KINGS ARMS  
Lion Gate, Hampton Court Road, East Moseley, Surrey, KT8 9DD, SGL523103, Freehold

KINGS ARMS  
Bleke Street, Shaftesbury, Dorset, SP7 8JX, DT380227, Freehold

KINGS HEAD HOTEL  
High Street, Poole, Dorset, BH15 1BP, DT366109, Freehold

LAMB INN  
Chichester Road, West Wittering, Chichester, West Sussex, PO20 8QA, WSX148574, Freehold

LAMB INN  
Tintinhull, Somerset, ST97463, Freehold

LION INN  
Nytimber Lane, Pagham, Bognor Regis, West Sussex, PO21 3JX, SX50842, Freehold

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

LORD NELSON  
The Quay, Poole, Dorset, DT7858, Freehold

LULWORTH COVE HOTEL  
West Lulworth, Wareham, BH20 5RQ, DT343842, Freehold

MARTYRS  
Tolpuddle, Nr Dorchester, Dorset, DT2 7ES, DT330121, Freehold

MOAT  
London Road, Wrotham Park, Sevenoaks, Kent, K532921, Freehold

MONMOUTH ASH  
Manor Road, Verwood, Dorset, BH31 6HX, DT196668, Freehold

NESS HOUSE HOTEL  
Marine Parade, Shaldon, Devon, DN175533, Freehold

NEW INN  
New Street, Salisbury, Wiltshire, SP1 2PH, WT278444, Freehold

NEWT & FERRET  
46 Fairfield South, Kingston-upon-Thames, Surrey KT1 2UW , SGL104031, Freehold

NORFOLK ARMS  
Crawley Road, Roffey, Horsham, West Sussex, RH12 4NB, WSX238540, Freehold

NUTLEY HALL  
8 Nutley Lane, Reigate, Surrey, RH2 9HS, SY692030, Freehold

ODDFELLOWS ARMS  
Church Street, Wimborne, Dorset, DT377932, Freehold

OLD FARMHOUSE  
Trendlewood Way, Nailsea, Bristol, S48 2PF, AV107159, Freehold

OLD GRANARY  
The Quay, Wareham, Dorset, BH20 4LP, DT283846, Freehold

OLD INN  
Holt, Wimborne, Dorset, BH21 7DJ, DT377772, Freehold

OLD INN  
Widecombe on the Moor, Devon, TQ13 7TA, DN289633, DN443093, Freehold

OLIVE BRANCH HORSHAM  
12 Bishopric, Horsham, West Sussex RH12 1QR , WSX239145, Freehold

OLIVE BRANCH WIMBORNE  
East Borough, Wimborne, Dorset, BH21 1PF, DT380637, Freehold

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>ONSLOW ARMS</b> Loxwood, Billingshurst, West Sussex, RH14 0RD, WSX238506, Freehold</p> <p><b>PARK CRESCENT</b> 39 Park Crescent Terrace, Brighton, E Sussex, BN2 3HE, SX133319, Freehold</p> <p><b>PEACOCK FARM</b> Peacock Lane, Bracknell, Berks, BK407225, Freehold</p> <p><b>PELHAM ARMS</b> St Anne's Hill, Lewes, East Sussex, BN2 1XL, SX121132, Freehold</p> <p><b>PLOUGH</b> Blackbrook, Dorking, Surrey, RH5 4DS, SY692042, Freehold</p> <p><b>PLOUGH</b> Ifield Street, Ifield, Crawley, West Sussex, RH11 0NN, WSX74428, Freehold</p> <p><b>PLOUGH</b> Church Road, Leigh, Reigate, Surrey, RH2 8NJ, SY442108, SY692041, Freehold</p> <p><b>POPPE INN</b> Tatworth, Chard, Somerset TA20 2NZ, ST78452, Freehold</p> <p><b>PORTSMOUTH HOY</b> The Quay, Poole, Dorset BH15 1HJ, DT312529, Freehold</p> <p><b>QUEENS HEAD</b> Queen Street, Horsham, West Sussex RH13 5AA, WSX238529, Freehold</p> <p><b>QUEENS HEAD</b> Broadchalke, Salisbury, SP5 5EN, WT249270, Freehold</p> <p><b>RAILWAY</b> Sheen Lane, Mortlake, London, SW14 8HY, SGL15291, Freehold</p> <p><b>RED LION</b> 99 Wish Hill, Willingdon, Eastbourne, East Sussex, BN20 9HQ, EB20062, Freehold</p> <p><b>RED LION</b> High Street, Gillingham, Dorset, SP8 4AA, DT357692, DT227946, DT217235, DT176206, DT365345, Freehold</p> <p><b>RED LION</b> Church Road, Mortimer West End, Nr Reading, Berks, RG7 2HU, HP404927, HP473775, Freehold</p> <p><b>RED LION</b> Winfrith, Nr Dorchester, Dorset, DT2 8LE, DT359612, Freehold</p> <p>./cont'd</p>	

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

RED LION  
Church Street, Sturminster Marshall, Wimborne, Dorset, BH21 4BU, DT359782, Freehold

RISING SUN  
38 East Street, Wimborne, Dorset, BH21 1DX, DT379688, Freehold

RISING SUN  
41 Pondtail Road, Horsham, West Sussex, RH12 4HP, WSX238509, Freehold

ROBIN HOOD  
The Green, Rowlands Castle, Hampshire PO9 6AB, SH22740, Freehold

ROSE & CROWN  
Longburton, Nr Sherborne, Dorset, DT9 5PD, DT237514, Freehold

ROYAL OAK  
Over Stratton, South Petherton, Somerset, TA13 5LQ, ST73073, Freehold

ROYAL OAK INN  
Milborne St Andrew, Blandford, Dorset DT11 0JG, DT349751, Freehold

ROYAL OAK  
23 Long Street, Cerne Abbas, Dorchester DT2 7JG, DT180167, Freehold

SCARLETT ARMS  
Walliswood, Ockley, Surrey, RH5 5RD, SY692039, Freehold

SHAKESPEARE'S HEAD  
1 Chatham Place, Brighton, East Sussex, BN1 3TP, SX133341, Freehold

SHIP INN  
Custom House Quay, Weymouth, Dorset DT4 8BE, DT288309, Freehold

SHIP INN  
Wool, Wareham, Dorset, BH20 6EQ, DT381043, Freehold

SILENT WOMAN  
Coldharbour, Wareham, Dorset, BH20 7PR, DT366040, Freehold

SILVER PLOUGH  
Pitton, Nr Salisbury, Wilts, SP5 1DU, WT159668, Freehold

SIX BELLS  
76 High Street, Billingshurst, West Sussex RH14 9QS, WSX238520, Freehold

SIX BELLS  
Village Street, Newdigate, Dorking, Surrey, RH5 5DH, SY672013, Freehold

SLOOP  
Commercial Road, Poole, Dorset BH14 0HU, DT366054, Freehold

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

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Short particulars

SMUGGLERS INN  
Osmington Mills , Weymouth, Dorset DT3 6HF , DT254071, Freehold

SNOWDROP  
Lyoth Lane, Lindfield, Haywards Heath, West Sussex, RH16 2QE, WSX238512, Freehold

SOMERSET HOTEL  
21 King Street, Weymouth, Dorset DT4 7BH, DT243800, Freehold

ST MARY'S GATE  
London Road, Arundel, West Sussex BN18 9BA, WSX77458, Freehold

ST PETER'S FINGER  
Dorchester Road, Lytchett Minster, Poole, BH16 6JE , DT379689, Freehold

STAG  
Balls Cross, Nr Petworth, Surrey, GU28 9JP, WSX238510, Freehold

STOUR INN  
Blandford St Mary, Dorset, DT11 9ND, T306709, Freehold

STOUT HOUSE  
29 Carfax, Horsham West Sussex, RH12 1EE, WSX238511, Freehold

SUN INN  
1 Wharf Street, Godlaming, Surrey, GU7 1NN, SY641550, Freehold

SWAN INN  
Newtown, Newbury, Berks, RG20 9BH, HP421205, Freehold

SWAN INN  
Market Place, Sturminster Newton, Dorset DT10 1AR, DT380225, Freehold

SWAN  
Cheap Street, Sherborne, Dorset, DT9 3PX, DT369122, Freehold

SWEET HOME INN  
Ringwood Road, Parkstone, Dorset, BH14 0RF, DT360386, Freehold

TALBOT HOTEL  
Iwerne Minster, Blandford, Dorset, DT11 8QN, DT380137, Freehold

THATCHED TAVERN  
Steep Hill Road, Colyford, Devon TQ1 4TS, DN163132, Freehold

THREE CHOUGHS  
West Street, Blandford Forum, Dorset, DT11 7AJ, DT370575, Freehold

TRUE LOVERS KNOT  
Tarrant Keyneston, Blandford, Dorset, DT11 9JG, DT378871, Freehold

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>VINE 27-29 High Street, Tarring, Worthing, West Sussex, BN14 7NN, WSX221355, Freehold</p> <p>VINE 64 Stoke Road, Gosport, Hampshire P012 1PA, HP457224, Freehold</p> <p>VOLUNTEER Water Lane, Sutton Abinger, Nr Dorking, Surrey, RH5 6PR, SY621596, Freehold</p> <p>WALMER CASTLE 95 Queen's Park Road, Kemptown, Brighton, East Sussex, BN2 2GE, ESX6171, Freehold</p> <p>WHEATSHEAF Wool Lane, Rumbolds Hill, Midhurst, Sussex GU29 9BY, WSX238508, WSX130520, Freehold</p> <p>WHEATSHEAF Ellens Green, Rudgwick, Horsham, West Sussex, RH12 3AS, SY324162, Freehold</p> <p>WHEATSHEAF Woodford, Salisbury, Wilts SP4 6NQ, WT274960, Freehold</p> <p>WHEELWRIGHT INN Swann Hill Road, Colyford, Devon, DN99263, Freehold</p> <p>WHITE HART Bishops Caundle, Sherborne, Dorset DT9 5ND, DT366114, Freehold</p> <p>WHITE HART Wrighton Road, Congresbury, North Somerset, BS19 5AR, ST275897, Freehold</p> <p>WHITE HART High Street, Henfield, West Sussex BN5 9HP, WSX107517, Freehold</p> <p>WHITE HART 201 Ringwood Road, Longham, Wimborne, Dorset, BH22 9AB, DT366098, Freehold</p> <p>WHITE HART 2 Cheap Street, Sherborne, Dorset DT9 3PX, DT200424, Freehold</p> <p>WHITE HART HOTEL Market Place, Sturminster Newton, Dorset, DT10 1AN, DT380226, Freehold</p> <p>WHITE HART High Street, Buxted, East Sussex TN22 4DP, ESX225295, Freehold</p> <p>WHITE HARTE South Street, Cuckfield, Haywards Heath, West Sussex, RH17 5LB, WSX133244, Freehold</p> <p>.../cont'd</p>	



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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**WIGHT MOUSE INN**

Chale, Isle of Wight PO38 2HA, IW18284, Freehold

**WINDMILL**

Littleworth, Partridge Green, Horsham, West Sussex, RH13 8EJ, WSX238523, Freehold

**WOODMAN**

380 Poole Road, Branksome, Dorset BH12 1DA, DT377970, Freehold

**WOODMAN**

60 Battersea High Street, Battersea, London, SW11 3HX, 408623, Freehold

**WORLDS END**

Bradford-on-Tone, Taunton, Somerset TA4 1ET  
, ST47334, ST233451, Freehold

**YE OLDE GEORGE**

Church Street, East Meon, Hants GU32 1NH, HP364825, Freehold

**Brewery Site,**

Blandford St Mary, Dorset, DT348059, Freehold

**Woodhouse Court (formerly The Fayrewood Public House)**

Verwood, DT362120, Freehold

**St Georges House, Twickenham, SGL237296, Freehold**



**FILE COPY**

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

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

COMPANY NO. 57696  
CHARGE NO. 15

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 MARCH  
2011 AND CREATED BY HALL & WOODHOUSE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BARCLAYS BANK PLC (THE SECURITY AGENT)  
AS AGENT AND TRUSTEE FOR THE SECURED PARTIES 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 17 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MARCH 2011

*Dx*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES