

MG01

Particulars of a mortgage or charge



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LASERFORM

137296/13

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
company. To do this, please
use form MG01s

THURSDAY



LD3

LBYFYQRO

13/01/2011

12

COMPANIES HOUSE

1

Company details

Company number

0 3 3 7 7 8 8 2

Company name in full

Pentix Limited (the "Chargor")

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

0 6 0 1 2 0 1 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 "Deed")

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Amount secured

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

Amount secured

All monies, obligations and liabilities which shall from time to time
(and whether on or at any time after any demand or judgment) be
due, owing or incurred from the Chargors to the Lender whether
actually or contingently and whether solely or jointly with any other
person and in whatever style or name and whether as principal or
surety.

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

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

Name Anglo Irish Bank Corporation Limited (the "Lender")

Address 10 Old Jewry

London

Postcode E C 2 R 8 D 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 By way of legal mortgage
 - (a) each Property; and
 - (b) any other freehold or leasehold property now vested in each Chargor.
- 2 By way of fixed charge each of the following including all rights of enforcement of the same:
 - (a) each Chargor's interest in any freehold or leasehold property acquired after the date of the Deed;
 - (b) each Chargor's interest in the Relevant Contracts;
 - (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property and all guarantees and warranties in respect of any of them;
 - (d) all easements, licences and other rights relating to a Property in which each Chargor has an interest;
 - (e) the Accounts and any other accounts of each Chargor;
 - (f) the Investments;
 - (g) each Chargor's Intellectual Property;
 - (h) if applicable each Chargor's uncalled capital; and
 - (i) each Chargor's goodwill
- 3 By way of security assignment each of the following including all rights of enforcement of the same:
 - (a) the Rents;
 - (b) the Disposal Proceeds;
 - (c) all book debts and other debts and all other monies due and owing to each Chargor,
 - (d) all monies standing to the credit of the Accounts and any other accounts of each Chargor;
 - (e) the monies payable to each Chargor under any insurances relating to a Property,
 - (f) the benefit of the copyright and similar rights vested in each Chargor in connection with a Property,
 - (g) all causes of action and other rights and remedies in which each Chargor has an interest,
 - (h) all monies payable to each Chargor under any Hedging Arrangement,

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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

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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).

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Signature

Please sign the form here

Signature

Signature

X Berwin Leighton Paisner LLP

X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Talia Joffe - 14212 684

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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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		(i)	the benefit of any monies paid or payable to each Chargor by way of compensation, endowment, gift, grant or otherwise, and
		(j)	each Chargor's interest in any VAT recoveries.
4		By way of floating charge all of each Chargor's assets, property and undertaking both present and future.	
NOTES:			
1		The Deed contains a provision that the charges created under the Deed expressed to be:	
		(a)	fixed charges, shall only apply to the extent that they create fixed security, and
		(b)	floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Deed.
2		The Deed contains a provision that at any time whilst a Default (as defined in the Facility Agreement) is continuing:	
		(a)	the Lender may convert any floating charge created by the Deed into a fixed charge; and
		(b)	each Chargor shall, on request of the Lender, procure an absolute assignment of the Relevant Contracts.
3		The Deed contains a provision that each Chargor shall execute and do at its own cost and in such form as reasonably required by the Lender:	
		(a)	such further additional mortgages, charges, assignments, transfers and conveyances; and
		(b)	such assurances, deeds, documents, acts and things,
		as the Lender may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed	
4		The Deed contains a provision that each Chargor authorises the Lender to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter a restriction against dispositions of the relevant registered estate	
5		The Deed contains a provision that where two or more persons purport to create a Security Interest (as defined in the Facility Agreement) over a Charged Asset under the Deed then:	
		(a)	they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset,
		(b)	each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset; and
		(c)	each person shall be deemed to have confirmed the Security Interest granted by the others.
6		The Deed contains or incorporates the following definitions	
		"Accounts" means each Rent Account and such other accounts maintained by the Borrowers under the Finance Documents (as defined in the Facility Agreement).	
		"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Deed and the subject matter of each of them	

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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

"Chargors" means Acorswood Limited, Brimstar Limited, Sunvine Limited, Blisscroft Limited, Sundek Limited, Penglow Limited, Assetworld Limited, and Pentix Limited.

"Facility Agreement" means a facility agreement dated 2010 and made between the Lender (1) and the Chargors (2) and any agreement entered into under or supplemental to it or amending, restating or novating it.

"Hedging Arrangement" means any interest rate hedging arrangement and **"Hedging Counterparty"** is any party to that arrangement except any Borrower Party (as defined in the Facility Agreement).

"Investments" means the existing or future interest of the relevant person in

- (a) any stocks, shares (including all shares in any residents or management company connected with the Properties, bonds, units or any form of loan or other capital of or in any legal entity; and
- (b) any warrant or other right to acquire any such investment,

in each case, including any income, offer, right or benefit in respect of any such investment

"Lender" means Anglo Irish Bank Corporation Limited

"Management Agreements" means the management agreements brief particulars of which are contained in Schedule 3 (Management Agreements) of the Facility Agreement

"Occupational Lease" means each lease, agreement for lease, licence and/or other occupational interest subject to which a Chargor's interest in the Property is held now or in the future including any related guarantee and rent deposit arrangements

"Properties" means each property details of which are set out in the Schedule below including all:

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;
 - (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and
 - (c) easements, access-rights, rights of way, wayleaves and rights attaching to it.
- each **"a Property"**

"Relevant Contracts" means each and all of:

- (a) the Management Agreement,
 - (b) each contract in respect of any disposal of any Charged Asset,
 - (c) each Occupational Lease;
 - (d) any managing agent's agreement, and
 - (e) all other agreements, in which a Chargor has an interest,
- in each case, including any guarantees or sureties entered into in respect of them.

"Rent" means all sums paid or payable to or for the benefit of a Chargor arising from the letting, use or occupation of all or any part of a Property

"Rent Account" means each Account opened and/or maintained in accordance with the Facility Agreement.

"VAT" means value added tax or any similar or substitute tax.

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Schedule Property

Chargor	Property	Title number
Acorswood Limited	The Eagle, 103 Wick Road, Homerton, London E9 5AE	EGL173162
	The George, St. Mary Street, Nether Stowey, Bridgewater TA5 1LJ	ST83510
	Golden Anchor, 16 Evelina Road, Camberwell, London SE15 2DX	404564
	Golden Lion, 36 Cross Street, Northam, Bideford, EX39 1BS	DN306343
	Kings Head Hotel, 42 Norwich Street, Dereham, Norfolk NR19 1AD	NK115971
	Kings Head, 38 London Road, Chalkwell, Kent ME10 1NJ	K278871
	The Star, East Hill, Ashford, Kent RN24 8PA	K298817
	Three Horseshoes, 74 Church Road, Fordham, Colchester CO6 3NJ	EX487316
	Royal Tandoori, 52 London Road, Stone, DA2 6AN	K30337
	White Hart, 3 Market Place, Hingham, Norfolk NR9 4AF	NK157691
Assetworld Limited	Adam and Eve, 27 Eden Street, Foleshill, Coventry CV6 5HH	WM 538198
	Barton Inn, 11 Cawdor Street, Patricroft, Eccles M30 0GB	GM870644
	Compasses, 11 Farley Hill, Luton, Beds LU1 5EE	BD209362
	Observatory, 65/67 Oxtan Road, Birkenhead, CH41 2TL	MS443583
	The Railway, 39 Balm Road, Hunslet, Leeds LS10 2HU	WYK693788
	Royal George, Silver Street, Stevington, Beds MK43 7QP	BD209360
	The Eagle, Hardwick Park, Olymic Way, Wellingborough NN8 3QE	NN143948
Blisscroft Limited	Durham Ox, 76 Star Road, Peterborough PE1 5HL	CB131009
	Exhibition, Upper Shelton Road, Marston Moretaine, Beds MK43 0LT	BD209359
	Queens Arms, 2 Rawlinson Street, Barrow in Furness, LA14 2DG	CU168053
	Aqua Lounge, 188 above Bar Street, Southampton SO14 7DW	HP615283

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Brimstar Limited	The Plough, 58 St Benedicts Street, Norwich NR2 4AR Plough & Harrow, 61a Ely Road, Littleport, Cambridgeshire CB6 1HJ Prince of Wales, 22 Newbury Street, Kintbury, Berkshire RG17 9UU Red Cow, 192 Peckham High Street, Peckham, London SE15 5EG	NK17095 CB149863 BK31933 SGL133936
Penglow Limited	Farside Bar, 144 Stockwell Road, Stockwell, London SW9 9TQ The Old Red House, 133 Battersea Park Road, Battersea, London SW8 4AG The Pig and Tater Public House, 18 Cooper Road, Guildford, Surrey GU1 3LY Middleton Arms, Middleton Road, Gorleston on Sea, Great Yarmouth NR31 7AJ Old White Bell, Upgate Street, Southerey, Downham Market PE38 0NA	216980 LN5725 SY678291 NK117574 NK129884
Pentix Limited	Aunties, 35 Cambridge Street, St. Neots, Huntingdon PE19 1JP The Fox, High Street, Carlton, Beds MK43 7LA Prince William, 55 Old Chester Road, Birkenhead CH41 9AW Vicars Inn, 72 Church Lane, Arlesey, Beds SG15 6UX Vintage Rock Bar, 1 St. Georges Gate, Doncaster, South Yorkshire DN1 1LE	CB223593 BD209357 MS443538 BD209379 SYK435952
Sundek Limited	The Crown, Little Staughton, Beds MK44 2BU Crown and Cushion, 2 West Street, Great Gransden, Sandy SG19 3AT Hare and Hounds, Main Street, Greatford, Stamford PE9 4QA JJ's 98 High Street, Higham Ferris, Northants NN10 8BJ Rifleman's Arms, 2 Foundry Street, 53-54 Salthouse Road, Barrow in Furness LA14 2BB The Rover, 266 Shirley Road, Shirley, Southampton SO15 3HP Royal George, 9 North Terrace, Skelton, Cleveland TS12 2ES Fox and Hounds, Main Street, Great Gidding PE28 5NU	BD209364 CB223607 LL169278 NN101839 CU165902 HP604469 CE158887 CB118522

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Sunvine Limited	Brewery Tap, Union Street, Stonehouse, Plymouth PL1 3HJ	DN53102
	The Crown, 440 Southwark Park Road, Bermondsey, London SE16 2EW	LN7934
	Royal Standard, 86 Tanners Hill, Deptford, London SE8 4PN	LN236836
	Steamship, 24 Naval Row, Poplar, London E14 9PS	165283
	Royal Standard, 67 Petton Road, Greenwich, London SE10 9AH	LN236836
	Three Squirrels, Stockbury Valley, Sittingbourne ME9 7QJ	K278901
	Duke of Wellington, 16a Newmill House, Devas Street, Bromley by Bow, London E3 3LL	LN134025
	Royal Squadron, 70 Union Street, Ryde, Isle of Wight PO33 2LN	IW37290 and IW42282



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3377882
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 JANUARY
2011 AND CREATED BY PENTIX LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE CHARGORS TO
ANGLO IRISH BANK CORPORATION LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 13
JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JANUARY
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES