

# MG01

## Particulars of a mortgage or charge



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### 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 created by a  
company. To do this use form MG01s

For further information please visit [www.gov.uk](http://www.gov.uk)



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06/07/2010

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COMPANIES HOUSE



### 1 Company details

Company number 3 6 6 1 9 6 3

Company name in full Eton Group Limited (in administration) (the "Company")

→ **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 d2 d2 m0 m6 y2 y0 y1 y0

### 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 Second Ranking Debenture (the "Debenture")

### 4 Amount secured

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

Amount secured Please see the attached Schedule 1 for the amount  
secured.

**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 Anglo Irish Bank Corporation Limited (the "Bank")

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

Please see the attached Schedule 2 for the short particulars of all the property mortgaged or charged

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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

None

### 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 *Bernie Leighton Paine UK*  
*(Solicitors to the Joint Administrators of the Company)*

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 Sugal Patel

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 7760 1000 Doc 13574921 1



### 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)

**FORM MG01**

**ETON GROUP LIMITED (in administration)  
(CO. NO. 3661963)**

**Schedule 1  
Amount Secured by Mortgage or Charge**

The Company shall on demand pay and discharge all obligations at any time due, owing or incurred by the Company to the Bank under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) when due (provided that neither the covenant to pay nor the Security constituted by the Debenture shall extend to or include any liability or sum which would cause this covenant or the Security to be unlawful or prohibited by any applicable law) (the "**Secured Obligations**").

Capitalised terms are defined in Schedule 3.

**Schedule 2  
Part 1  
Short Particulars of all the property mortgaged or charged**

1       The security created under the Debenture was created in favour of the Bank and as continuing security to secure the payment and discharge of the Secured Obligations

**1.1       Real Property**

The Company charged:

- (a)     by way of equitable mortgage all Real Property described in Schedule 2 Part 2, and
- (b)     by way of fixed charge, except to the extent mortgaged under paragraph 1.1(a) above, all other Real Property which it has at the date of the Debenture or may subsequently acquire.

**1.2       Shares**

The Company charged by way of fixed charge all Shares, including those held for it by any nominee, trustee, fiduciary or clearing system

**1.3       Equipment**

The Company charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under paragraph 1.1 above.

**1.4       Accounts**

1.4.1   The Company charged by way of fixed charge the Accounts.

1.4.2 Regardless of the terms on which the moneys are credited to any Account held with the Bank, no amount standing to the credit of that Account will be or accrue due or payable to the Company until:

- (a) the Secured Obligations have been paid and discharged in full; and
- (b) the Bank is under no obligation to make banking or other facilities available to the Company,

and until that time the Company shall not request, demand or claim to be entitled to withdraw any amount from that account except (without prejudice to the lender's rights under the Debenture) as the Bank may in its absolute discretion from time to time permit

## 1.5 **Intellectual Property**

The Company charged by way of fixed charge all Intellectual Property.

## 1.6 **Goodwill**

The Company charged by way of fixed charge its goodwill

## 1.7 **Uncalled capital**

The Company charged by way of fixed charge all rights in relation to its uncalled capital

## 1.8 **Authorisations**

The Company charged by way of fixed charge the benefit of all Authorisations held in relation to any Charged Property.

## 2 **ASSIGNMENTS**

### 2.1 **Insurances**

The Company assigned absolutely all its rights and interests under all Insurance Policies

### 2.2 **Third Party Accounts**

The Company assigned absolutely all rights and interests under the Third Party Accounts.

### 2.3 **Specific Contracts**

The Company assigned absolutely all its rights and interests under the Specific Contracts

## 3 **FLOATING CHARGE**

3.1 The Company charged by way of floating charge all its present and future business, assets and undertaking which are not effectively mortgaged, assigned or charged by way of fixed charge under the Debenture.

## 3.2 Negative pledge

The Company shall not, at any time during the Security Period, create or permit to subsist any Security over any Charged Property other than Permitted Security.

### **Schedule 2 Part 2 Scheduled Property**

None.

### **Schedule 2 Part 3 Shares**

Entire issued share capital of Quebec Town House Hotel Limited

Entire issued share capital of The Glasshouse Hotel Limited

Entire issued share capital of Colonnade Town House Hotel Limited

Entire issued share capital of Threadneedle Town House Hotel Limited

Entire issued share capital of Academy Town House Hotel Limited

Entire issued share capital of Eton Collection Limited

### **Schedule 3 Definitions**

**"Account"** means any account opened or maintained at any time by the Company with the Lender (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account), the debt or debts represented by it and all Related Rights.

**"Administration Funding Agreement"** means the administration funding agreement dated 22 June 2010 between, amongst others, the Borrower, the Joint Administrators and the Lender, as amended, varied, novated or supplemented from time to time.

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**"Borrower"** means the Company.

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London

**"Charged Property"** means all the assets and undertaking of the Company which from time to time are the subject of the Security created or expressed to be created in favour of the Lender under the Debenture.

**"Collateral Rights"** means all rights, powers and remedies of the Lender provided under the Debenture or by law.

**"Equipment"** means all fixed and moveable plant, machinery, tools, vehicles, computers, office equipment and other chattels owned by the Company (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

**"Finance Document"** means the Administration Funding Agreement, the Debenture and any other document designated in writing as a Finance Document by the Bank and the Borrower.

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest and all Related Rights.

**"Intellectual Property"** means.

- (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
- (b) the benefit of all applications and rights to use such assets of the Company (which may now or in the future subsist)

**"Miscellaneous Provisions Act"** means the Law of Property (Miscellaneous Provisions) Act 1994

**"Party"** means a party to the Debenture

**"Permitted Security"** means any Security granted to the Lender prior to the date of the Debenture.

**"Real Property"** means

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immoveable property.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset,

(including all rights against any trustee, nominee, fiduciary or clearing system).

**"Secured Obligations"** means

**"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.



**"Security Period"** means the period starting on the date of the Debenture and ending on the date when the Lender is satisfied that.

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;
- (b) the Company has no liability, actual or contingent, to any secured party under any Finance Document,
- (c) no secured party has any liability, actual or contingent under any Finance Document, and
- (d) no secured party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Company or any other person under any Finance Document

**"Shares"** means the shares listed in Schedule 2 Part 3 together with all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

**"Specific Contract"** means any contract designated as such by the Lender after the date of the Debenture and all Related Rights.

**"Third Party Account"** means any account opened or maintained at any time by the Company with any person other than the Lender (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account), the debt or debts represented by it and all Related Rights



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

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

**COMPANY NO. 3661963  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECOND RANKING DEBENTURE  
DATED 22 JUNE 2010 AND CREATED BY ETON GROUP LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO ANGLO IRISH BANK CORPORATION  
LIMITED ON ANY ACCOUNT WHATSOEVER 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  
6 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2010

Dx



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES