

# MG01

## Particulars of a mortgage or charge



001133/104

**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  
particulars of a charge for a  
company. To do this, please  
form MG01s

SATURDAY



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\*ATPTWSR0\*

26/03/2011

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COMPANIES HOUSE

### 1 Company details

Company number 0 3 8 8 7 1 1 5

Company name in full Fourth Hospitality Limited ("Company")

5 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 d1 d8 m0 m3 y2 y0 y1 y1

### 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 dated 18 March 2011 between (1) the Company and (2) HSBC Bank  
plc ("Bank") ("Debenture").

### 4 Amount secured

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

Amount secured All money and liabilities whatever, whenever and however  
incurred whether now or in the future due, or becoming due,  
from the Company to the Bank ("Debt"). This includes, but  
is not limited to  
(a) overdrafts, loans or other facilities and further  
advances of money,  
(b) guarantees and indemnities to the Bank and any of the  
Company's other contingent liabilities,  
(c) discount, commission and other lawful charges and  
expenses,  
(d) interest in accordance with any agreement between the  
Company and the Bank and, if there is no agreement,  
interest on any money and liabilities due from the Company  
at an annual rate of 3% above the Bank's base rate from  
time to time computed and compounded monthly and/or  
according to the Bank's then current practice Interest as  
above applies before and after any demand or judgement,  
(e) money agreed to be paid by the Company under Clause 25  
of the Debenture

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

**MG01****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

HSBC Bank Plc

Address

4 Hardman Square

Manchester

Postcode

M 3 3 E B

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

**Security given over the Company's Assets**

4. The Company, with full title guarantee, and as security for the payment and discharge of the Debt, has charged.

(a) By way of legal mortgage, all freehold (including commonhold) and leasehold land now vested in the Company together with all buildings, fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part I of the First Schedule to the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture

(b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule to the Debenture.

(c) By way of first fixed charge (except as already charged above)

(1) All the present and future right, title and interest of the Company in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it

(11) All chattels now or at any time afterwards belonging to the Company This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture

Continued on continuation sheet

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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

None

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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 870)

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 866) 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 DLA PIPER UK LLP  
25 March 2011

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 Alan Lumley

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 D L

Country

DX DX 14304 MANCHESTER

Telephone 08700 111 111

### Certificate

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

### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

### Important information

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

### How to pay

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

Make cheques or postal orders payable to 'Companies House'

### Where to send

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

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

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

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

### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>(iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company.</p> <p>(iv) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immoveable property wherever situated now or at any time afterwards due owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company which shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with Clause 4, paragraph (v) of the Debenture.</p> <p>(v) Any credit balance on any account of the Company with the Bank.</p> <p>(vi) Any credit balance on any account of the Company with any bank (other than the Bank) or other person</p> <p>(vii) All goodwill and uncalled capital for the time being of the Company.</p> <p>(viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition.</p> <p>(a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company</p> <p>(b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule below, collectively called, the "securities").</p> <p>(ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the</p>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule below, collectively called the "intellectual property")</p> <p>(x) All policies of life insurance or assurance and all rights and claims to which the Company is now or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in clause 8(a) of the Debenture.</p> <p>(x1) All rights and other property to which the Company is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction</p> <p>(x11) The benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company.</p> <p>(x111) The proceeds of sale of any property mentioned above.</p> <p>(d) By way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.</p> <p>The property referred to in paragraphs (a), (b), (c) and (d) above is collectively called the "charged property" The property referred to in paragraphs (a), (b) and (c) (together with any property for the time being effectively charged by way of fixed charge by the application of clause 5 of the Debenture) is collectively called the "fixed charged property".</p>	

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Bank's ability to convert Floating Charge</b></p> <p>5. The Bank may, by notice in writing to the Company, convert the floating charge created by clause 4(d) of the Debenture into a fixed charge in respect of such of the property of the Company as may be specified in such notice. It may do so:</p> <ul style="list-style-type: none"> <li>(1) if on the happening of any of the events mentioned in clause 11 (When the debenture becomes enforceable) of the Debenture; or</li> <li>(11) it appears to the Bank that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same, and/or the security now created in respect of it, is otherwise in jeopardy.</li> </ul> <p>In either event, the ability of the Company to deal in any way with such property shall cease except to the extent that the Bank may otherwise agree in writing</p> <p><b>Restrictions on Company</b></p> <p>6. The Company shall not, except with the prior written consent of the Bank</p> <ul style="list-style-type: none"> <li>(a) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than the Debenture and the mortgages or matters (if any) mentioned in part 2 of the First Schedule of the Debenture, or</li> <li>(b) allow any tangible property, forming part of the fixed charged property, to leave the possession of the Company (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Company or for any purpose other than in connection with the business of the Company, or</li> <li>(c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by the Debenture, or</li> <li>(d) part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of, the remainder of the charged property</li> </ul>	

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### When the Debenture becomes enforceable

11. The Debenture shall become enforceable:

- (a) if the Debt is not paid or discharged when due (whether on demand, at agreed maturity or earlier as the case may be); or
- (b) if the Company is in breach of any of the obligations under the Debenture, or
- (c) if the Company shall enter into any composition or arrangement for the benefit of its creditors; or
- (d) if any step is taken for the administration or winding up of the Company (which includes, without limitation, in each case, the board of directors or the Company in general meeting, passing a resolution for the same) except where, in the case of winding up, the Bank has consented in writing for the purpose of reconstruction or amalgamation; or
- (e) if a third party shall take possession of, or a receiver shall be appointed over, or any secured creditor of the Company shall seek to enforce his security in respect of, all or any of the charged property or any other event shall happen which puts in jeopardy all or any part of the security created by the Debenture, or
- (f) if the Bank, in its reasonable discretion, considers that any claim may be made against the Bank under any bond, guarantee, indemnity or other contingent liability issued or entered into for any liabilities of the Company; or
- (g) if any other event shall occur which has been agreed by the Company and the Bank as an event upon the occurrence of which this or any other security for the Debt shall be enforceable.

If any of the above should occur -

- (1) the powers of sale and of appointing a receiver conferred by Section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by the Bank free from the restrictions contained in Sections 103 and 109 of that Act; and
- (11) the powers of leasing, or agreeing to lease, or of accepting or agreeing to accept surrenders of leases (conferred by Sections 99 and 100 of the Law of Property Act 1925) shall immediately become exercisable.



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**Particulars of a mortgage or charge**

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

These powers are available to the Bank whether or not the Bank shall then be in possession of all or any part of the charged property. The Bank may grant a lease at a premium and for any length of term and, generally, without the necessity for the Bank to comply with any restrictions imposed by, or other provisions of, the sections and legislation mentioned above (and so that for the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression "mortgagor" shall include any person deriving title under the Company and sub-sections 99 (18) and 100 (12) shall not apply)

**Power of Attorney**

17. (a) The Company irrevocably, and by way of security, appoints the Bank, any Receiver, and any Administrator appointed by the Bank and each of their respective delegates, jointly and also individually to be the attorney and attorneys of the Company. Any attorney is authorised by the Company to do all things which the Company may be required to do under this Debenture. This includes (without limitation) that which the Bank, the Receiver or the Administrator (or any such delegate) may:
- (i) consider necessary or appropriate for, or in connection with, the improvement, perfection or protection of the security intended to be created by this Debenture, or
  - (ii) the exercise of any of the powers, authorities and discretions conferred under it
- (b) The Company ratifies and confirms (and agrees to do so) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions mentioned above or under this power of attorney. This power of attorney is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

**Payment of costs, charges and expenses**

- 25 The Company shall reimburse to the Bank on demand on a full indemnity basis, all costs, charges and expenses (including, without limitation, all amounts reasonably determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) properly incurred by the Bank -
- (i) in ensuring the Debenture is effective,
  - (ii) in connection with the improvement, perfection or protection of the security created by the Debenture;

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Short particulars

(111) in the exercise of any rights, remedies, powers, authorities and discretions conferred under, or in connection with, the Debenture (together with any value added tax or similar tax charged or chargeable in respect of it)

All such amounts shall be debited to an account in the name of the Company. Until they are reimbursed they shall bear interest at the rate of three per cent per annum over the Bank's Base Rate from time to time calculated and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand. They will be secured as part of the Debt by the Debenture.

**Independence of Security**

- 26 (a) The Debenture shall be in addition to, and independent of, every other security which the Bank may at any time hold for any of the Debt secured by the Debenture
- (b) No prior security held by the Bank over all or any of the charged property shall merge in the security created by the Debenture
- (c) The Debenture shall remain in full force and effect as a continuing security unless and until the Bank discharges it

**Dealings with you and others**

- 31 The Bank may, in its discretion, grant time, or make any other arrangement, variation or release with any person or persons not party to the Debenture (whether or not such person or persons are jointly liable with the Company) in respect of any of the Debt or of any other security for it. If it does, it will not in any way affect either the Debenture or the liability of the Company for the Debt.

**Bank's Right of Set Off**

32. In addition to all rights of set-off conferred by law, the Bank may set-off any money standing from time to time to the credit of any account the Company has with the Bank against the Debt

**The First Schedule referred to above**

**Part 1**

(Freehold and/or leasehold land)

**Registered Title**

All the property(ies) comprised in the following title(s) at HM Land Registry:

**Title Number**

**Short description of the property**

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Unregistered Title

All the property(ies) now vested in the Company and comprised in the Deed (s) referred to below:

Short description of the property	Date	Deed/Document	Parties
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#### Part 2

(Prior mortgages or other matters relating to the property described above)

Short description of the property	Legal/Mortgage/ Charge dated	Parties
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The Second Schedule referred to above  
(Chattels and/or other property)

Description	Serial/registration number(s)	Location
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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3887115  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 MARCH  
2011 AND CREATED BY FOURTH HOSPITALITY LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO HSBC BANK PLC 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 26 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 MARCH 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES