

022924/468

MG06

Particulars of a charge subject to which property has
been acquired



IRIS
LASERFORM

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 charge subject to
which property has been acquired



What this form is NOT for

You cannot use this form for
submitting particulars of a
charge subject to which property
has been acquired for a company
in Scotland. To do this
use form MG06s

SATURDAY



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17/04/2010

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COMPANIES HOUSE

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use

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Company details

Company number

0 4 6 4 0 1 0 6

Company name in full

Pennine Manor Hotel Limited ("the Company") of Unit F, Royal

Pennine Trading Estate, Lynroyle Way, Rochdale, OL11 3EX

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 the instrument (if any) creating or evidencing the charge

Date of the instrument
(if any)

d 2 d 9 m 0 m 3 y 1 y 9 y 9 y 3

3

Description of the instrument (if any) creating or evidencing the charge

Description ¹

Debenture

¹ Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

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Date of acquisition of the property which is subject to the charge

d 0 d 1 m 0 m 4 y 2 y 0 y 1 y 0

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Amount secured

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

Continuation page

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

Amount secured

All money and liabilities whether certain or contingent (including further advances made after the date of the Debenture by the Bank) which then were or at any time thereafter might be due, owing or incurred by the Company to the Bank anywhere or for which the Company might be or become liable to the Bank on any current or another account or in any manner whatever (and) whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with interest to date of payment at such rate as may from time to time be charged by the Bank in accordance with its usual practice and commission and other banking charges and any legal and other costs charges and expenses incurred by the Bank in relation to the Debenture or enforcing the security created on a full and unqualified indemnity basis

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6**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		Continuation page Please use a continuation page if you need to enter more details
Name	Lloyds Bank plc		
Address	25 Gresham Street		
	London		
Postcode	E C 2 V 7 H n		
Name			
Address			
Postcode			
Name			
Address			
Postcode			

7**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	<p>First:</p> <p>The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule in the Debenture and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land of whatever description both present and future.</p> <p>Secondly</p> <p>All book debts both present and future due or owing to the Company and the benefit of all rights relating thereto including, negotiable instruments, legal and equitable charges, reservation of propriety rights, rights of tracing and unpaid vendors' liens and similar and associated rights.</p> <p>Thirdly</p> <p>All other monetary debts and claims (including without limitation deposits and credit balances held by third parties from time to time) both present and future (including things in action which give rise or may give rise to a debt or debts) due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are the Secondly described aforesaid and all copyrights patents trademarks inventions design rights knowhow and other intellectual property rights and the</p> <p style="text-align: right;">cont.</p>		

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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. 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)

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Signature

Please sign the form here

Signature

Signature

X DWT 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 Alasdair MacKinnon

Company name DWF LLP

Address Centurion House

129 Deansgate

Post town Manchester

County/Region

Postcode M 3 3 A A

Country

DX DX 14313 Manchester

Telephone 0161 603 5000



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 a certified copy of the deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument (if any)
- ☐ You have given the date of acquisition
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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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7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>benefit of any pending applications for the same and all benefits deriving therefrom including but not limited to royalties fees profit sharing agreements and income arising therefrom now or at any time hereafter belonging to the Company</p> <p>Fourthly</p> <p>(i) All stocks shares and other interests including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and form) any company which is now is or may hereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985 or any statutory modification of re-enactment thereof) of the Company and</p> <p>(ii) the full benefit of all stocks shares and securities which or the certificates of which are not or any at any time hereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees and</p> <p>(iii) all rights in respect of or incidental to the Charged Property described at (i) and (ii) above (the Charged Property (i) to (iii) hereby Fourthly charged being hereinafter called "the Securities"), and</p> <p>(iv) all stocks shares rights moneys or property accruing or offered at any time by way of conversation redemption bonus preference option or otherwise to or in respect of any the Securities including all dividends interest and other income payable in connection therewith (all which Charged Property (i) to (iv) hereby Fourthly charged are hereinafter called "Interests in Securities")</p> <p>Fifthly</p> <p>The goodwill and the uncalled capital of the uncalled capital of the Company both present and future</p> <p>Sixthly</p> <p>The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, and Fifthly described (if and in so far as the charges thereon or on any parts or parts thereof contained in the Debenture shall for any reason be ineffective as fixed charges)</p> <p>The expression "Charged Property" means the undertaking, assets, properties, revenues, rights and benefits First, Secondly, Thirdly, Fourthly, and Fifthly described above and references to the Charged Property include references to any party of it</p> <p>The security created by the Debenture shall as regards the Charged Property First, Fourthly and Fifthly be fixed first charges (and as regards all those parts of the Charged Property First described now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as regards the Charged Property, Secondly and Thirdly shall constitute first fixed mortgages by assignment subject to re-assignment on redemption and as to the Charged Property Sixthly</p> <p>NOTE</p> <p>The Company shall not without prior written consent of the Bank</p>

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7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) sell, assign, discount, factor or otherwise dispose of the Charged Property Secondly and Thirdly described or any part thereof save in accordance with clause 9 (d) of the Debenture or deal with the same in any way otherwise than in accordance with that clause,</p> <p>(b) create or allow to subsist any specific mortgage, debenture, charge or lien (save a lien arising by operation of law in the ordinary course of the Company's business) upon the Charged Property ranking either in priority to or pari passu with any charge created by the Debenture</p> <p>(c) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property Sixthly described except by way of sale of full value in the usual course of trading as transacted at the date of the Debenture</p> <p>By sub clause 9 (d) of the Debenture the Company covenanted to pay into its account or accounts with the Bank the proceeds of the book and other debts and claims forming part of the Charged Property</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4640106

CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE FOR ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS
BANK PLC ON ANY ACCOUNT WHATSOEVER SECURED ON
THE PROPERTY ACQUIRED BY PENNINE MANOR HOTEL
LIMITED ON THE 1 APRIL 2010 WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
17 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 APRIL 2010



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES