

MG01

Particulars of a mortgage or charge



247896/13

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

WEDNESDAY



A02

07/04/2010

COMPANIES HOUSE

236

1 Company details

Company number 0 5 8 4 8 0 2 1
Company name in full 333 HOLDINGS 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 *

2 Date of creation of charge

Date of creation d3 d1 m0 m3 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 Debenture (the "Debenture")

4 Amount secured

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

Amount secured As specified in the continuation page to this form

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 Bank of Scotland PLC

Address The Mound, Edinburgh

Postcode E H 1 1 Y Z

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

As specified in the continuation page to this form

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

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 Sheena Rumble

Company name Eversheds LLP

Address One Wood Street

London

Post town

County/Region

Postcode E C 2 V 7 W S

Country

DX 154280, Cheapside 8

Telephone 0845 497 4674



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,
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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Short particulars

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture (the "**Secured Liabilities**").

Capitalised terms used in this form are defined in the Appendix to this form.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1. Charging provisions

1 1 The Company with full title guarantee hereby charges to BoS as a continuing security for the payment or discharge of the Secured Liabilities:

1.1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in Schedule 1 below together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,

1.1.2 by way of fixed charge:

1 1 3 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of clause 2.1.1 of the Debenture (as described at paragraph 1.1.1 above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;

1 1 4 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land;

1.1 5 the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled;

1.1.6 all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of clause 2 1 of the Debenture (as described in this paragraph 1.1);

1.1.7 all present and future stocks, shares and other securities owned (at law or in equity) by the Company (other than the shares specified in Schedule 2 below) and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,

1.1.8 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2.1.2.5 of the Debenture (as described at paragraph 1.1.7 above), whether by way of dividend, distribution, interest or otherwise;

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

- 1.1.9 all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies);
- 1 1.10 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),
- 1 1.11 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;
- 1.1.12 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2.1.2.9 of the Debenture (as described at paragraph 1.1.11 above) but owned by others;
- 1.1.13 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;
- 1.1.14 all present and future book debts of the Company,
- 1.1.15 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2.1.2.7 or 2.1.2.8 of the Debenture (as described at paragraphs 1.1.9 and 1.1.10) or arising on fluctuating accounts with other Group Companies);
- 1.1.16 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 Assets,
- 1.1.17 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 whatsoever and all rights relating or attaching to them (including the right to interest),
- 1.1.18 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

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of clause 2.1 of the Debenture (as described in this paragraph 1.1); and

1.1 19 all the Company's goodwill and uncalled capital for the time being;

1.1.20 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture (as described in this paragraph 1), (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2.1.2 of the Debenture (as described in paragraph 1 1)

1.2 The Company with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)

1.2.1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person; and

1.2.2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any effective fixed charge created under any other provisions of the Debenture;

1.3 To the extent that any such right, title and interest as is referred to in clause 2 2 of the Debenture (as described in paragraph 1 2 above) is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

1.4 Any mortgage, fixed charge or other fixed security created by the Company in favour of BoS shall have priority over the floating charge created by the Debenture, except insofar as BoS shall declare otherwise whether at or after the time of creation of such fixed security

1.5 The Company will not without the prior written consent of BoS

1 5.1 save in respect of the Existing Security, create or attempt to create or permit to subsist any right in security, mortgage,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS); or

1.5.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal); or

1.5.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

1.6 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to this Debenture.

2. Continuing Security

2.1 This security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.

3. Power of Attorney

3.1 The Company irrevocably and by way of security appoints BoS (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver severally as the attorney and attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under the Debenture or may be required or deemed proper in the exercise of any rights or powers conferred on BoS or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture.

3.2 The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 8.1 of the Debenture (as described at paragraph 3.1 above).

Schedule 1- Freehold and leasehold property

This schedule has been intentionally left blank.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

Schedule 2 - Shares

	Name of Subsidiary or other company	Company Number	Number and Class of Shares (and where held by nominees, names of nominees)
1.	333 Estates Limited	3205737	75,000 ordinary longshot shares of £1 and 25,000 ordinary non-longshot shares of £1
2	VQ Limited	3792745	75,000 ordinary longshot shares of £1 and 25,000 ordinary non-longshot shares of £1
3	333 PIC Limited	6416970	185 ordinary shares of £1

APPENDIX

Definitions

In this form and its Appendix the following definitions apply:

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

"BoS" means Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ and its successors, assignees and transferees;

"Existing Security" means the guarantees given by the Company as part of or in connection with (a) the Lease of Devonshire Terrace dated 22 December 2008 between, inter alios, CG Courtyard (Jersey) Limited, Cutlers Gardens Estates Ltd and 333 Estates Limited, and (b) the Management Agreement concerning The Chequers public house entered into in or around August 2009 between, inter alios, Zelgrain Limited and County of Sussex Inns Limited;

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2 1, 2.2, 2 3 or (with effect from the date of its creation) any security created pursuant to clause 2.11;

"Group" means the Company and each of its Subsidiaries and **"Group Company"** shall be construed accordingly;

"Permitted Disposal" means:

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

(a) the disposal of stock subject only to the floating charge created by clause 2.1 3 of the Debenture (as described at paragraph 1.1 20 above) on an arm's length basis in the ordinary course of trading; and

(b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company, and

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed pursuant to this Debenture in respect of the Company or over all or any of the Assets charged by or pursuant to this Debenture.

Interpretation

In this form and its Appendix any reference to:

1. statutes, statutory provisions and other national or EC legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
2. **"control"** of any company shall be interpreted in accordance with Section 995 of the Income Tax Act 2007,
3. **"including"** shall not be construed as limiting the generality of the words preceding it;
4. **"property"** shall include any interest (legal or equitable) in real or personal property and any thing in action;
5. the Debenture shall include the Schedules to the Debenture;
6. any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in this form;
7. words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
8. the Debenture and to any provisions of it or to any other document referred to in this form shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
9. any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

individual or any state or agency of a state, whether or not a separate legal entity;

10. any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect,
11. clause headings are for ease of reference only and are not to affect the interpretation of the form.
12. The use of bold type shall be ignored in the construction of this form.



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

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

**COMPANY NO. 5848021
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 MARCH
2010 AND CREATED BY 333 HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 7 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2010



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