

MG01

Particulars of a mortgage or charge

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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 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

TUESDAY



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ANLLCWCN

02/08/2011

174

COMPANIES HOUSE

For official use

1

Company details

Company number

0 6 4 7 7 9 7 5

Company name in full

Euro Hotels (Gilroy Court) Limited (**Mortgagor**)

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

d 2 d 7 m 0 m 7 y 2 y 0 y 1 y 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

A debenture between the Mortgagor and the Bank (as defined below) (**Debenture**)

4

Amount secured

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

Amount secured

A
(i)

All monies and liabilities which on or after the date of the
Debenture are due owing or incurred to the Bank by the
Mortgagor whether actually or contingently and whether
presently or in the future and whether solely or jointly with any
other person and whether as principal or surety or in any way
whatsoever provided that the monies and liabilities which the
Mortgagor covenants to pay and discharge shall not include
any monies and liabilities arising under a regulated
consumer credit agreement falling within Part V of the
Consumer Credit Act 1974, unless specifically agreed in
writing between the Mortgagor and the Bank,

(cont/d)

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 Clydesdale Bank Public Limited Company (**Bank**)

Address 30 St Vincent Place

Glasgow

Postcode G 1 2 H L

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 The Charge

The Mortgagor with full title guarantee charged in favour of the Bank as a continuing security for the Secured Amounts -

1 1 by way of legal mortgage all freehold and leasehold property vested in the Mortgagor at the date of the Debenture

1 2 by way of first fixed charge -

1 2 1 all freehold and leasehold property acquired by the Mortgagor after the date of the Debenture,

1 2 2 all freehold and leasehold property at the date of the Debenture or in the future beneficially owned by but not vested in the Mortgagor,

1 2 3 all the plant machinery and fixtures and fittings furniture equipment implements and utensils at the date of the Debenture and in the future belonging to the Mortgagor,

1 2 4 all shares stocks and other securities held by the Mortgagor from time to time and any rights to the acquisition of any such shares stocks or securities,

1 2 5 all rights and interest of the Mortgagor in and claims under all policies of insurance and assurance at the date of the Debenture or thereafter held by or insuring to the benefit of the Mortgagor,

1 2 6 all uncalled capital and goodwill for the time being of the Mortgagor,

cont/d

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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

Nil

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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 *Adleshaw Goddard LLP* 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 THOMCE (4407/11973)

Company name Addleshaw Goddard LLP

Address Sovereign House

Sovereign Street

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 1 H Q

Country

DX 12004 Leeds

Telephone 0113 209 2000



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

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>(ii) on a full and unlimited indemnity basis all costs charges losses expenses and other sums mentioned in clause 17 of the Debenture (reproduced in paragraph B of this form),</p> <p>(iii) interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Debenture</p> <p>(together the Secured Amounts)</p> <p>B Costs and Expenses</p> <p>(i) The Mortgagor covenanted to pay to the Bank and any Receiver and discharge on demand all costs charges losses expenses and other sums from time to time expended paid or incurred by or on behalf of the Bank or any Receiver in relation to the Debenture or the Secured Amounts or any other security held by or offered to the Bank in respect thereof on a full and unlimited indemnity basis including, without prejudice to the generality of the foregoing, all costs charges and expenses (including without limitation the fees of professional advisers to the Bank and the Receiver) incurred in connection with the stamping negotiation preparation execution registration and perfecting of the Debenture or with any proceedings by or against any third party relating to the Charged Assets and/or Charged Debts or to the security constituted by the Debenture or otherwise in the protection realisation or enforcement or attempted realisation or enforcement of the security constituted by the Debenture or any such other security (including without limitation the Bank's own administrative costs and expenses) and in connection with or contemplation of any proceedings under the Debenture or under any such other security or the recovery or attempted recovery of the Secured Amounts whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered or incurred by it or him, directly or indirectly, in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him under or pursuant to the Debenture and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Charged Assets and/or Charged Debts</p> <p>(ii) All sums of whatsoever nature which are payable by the Mortgagor under the Debenture and which are at the date of the Debenture or at any time thereafter become subject to Value Added Tax or any similar tax shall be deemed to be exclusive of Value Added Tax or any similar tax and the Mortgagor in addition to such sums will indemnify the Bank from and against all claims and liabilities whatsoever in respect thereof</p> <p>In this form the following terms shall have the following meanings</p> <p>Charged Assets means the property assets and undertaking for the time being of the Mortgagor which are subject to the charges contained in the Debenture other than the Charged Debts and references to the Charged Assets shall include reference to all or any of them</p> <p>Charged Debts means all book debts and other debts at the date of the Debenture and from time to time thereafter due owing or incurred to the Mortgagor other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge contained in Clause 3 2 8 of the Debenture (reproduced as paragraph 1 2 8 of this form below)</p> <p>Receiver means any administrative receiver, receiver and manager for the time being appointed by the Bank under or by virtue of the Debenture and if more than one administrative receiver, receiver and manager has been so appointed then the expression 'the Receiver' shall mean any or all of them</p>

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

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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

1 2 7 all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the Mortgagor and all agreements at the date of the Debenture or in the future relating to the use by the Mortgagor of any intellectual property rights and all agreements at the date of the Debenture or in the future under which the Mortgagor is entitled to the payment of any royalty fee or similar income, and

1 2 8 the Charged Debts

1 3 by way of floating charge all the property assets and undertaking of the Mortgagor both at the date of the Debenture or in the future not subject to a fixed charge under the Debenture including (without limitation) any immoveable property of the Mortgagor situated in Scotland and any other Charged Assets situated in Scotland falling within the type mentioned in clause 3 2 of the Debenture (reproduced as paragraph 1 2 of this form above)

1 4 The Bank may at any time and from time to time by notice in writing to the Mortgagor convert the floating charge into a fixed charge as regards any property assets and/or undertaking specified in the notice and the Bank may thereafter appoint a Receiver thereof in accordance with the provisions of the Debenture This provision shall not preclude the floating charge from becoming fixed in any of the events in which under the Debenture or under the general law it would do so

1 5 Paragraph 3 4 of the Debenture (reproduced as paragraph 1 4 of this form above) does not apply to any Charged Assets situated in Scotland, Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture

2. Mortgagor's Covenants

The Mortgagor covenanted with the Bank that the Mortgagor will not without prior written consent of the Bank

2 1 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts, or

2 2 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the Charged Assets, or

2 3 part with sell or dispose of all or except in the ordinary course of the Mortgagor's business and for the purpose of carrying on the same any of the Charged Assets,

3. Automatic Crystallisation

The floating charge created by the Debenture shall immediately attach and become fixed without notice if the Mortgagor mortgages charges or encumbers or attempts to mortgage charge or encumber the whole or any part of the Charged Assets without the prior written consent of the Bank or if any of the events specified in Clauses 7 3, 7 4, or 7 7 of the Debenture occurs

Clause 9 of the Debenture (reproduced as paragraph 3 above) does not apply to any Charged Assets situated in Scotland

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6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	



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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. 6477975
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 JULY 2011
AND CREATED BY EURO HOTELS (GILROY COURT) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO CLYDESDALE BANK PUBLIC LIMITED
COMPANY 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
2 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES