

MG01

Particulars of a mortgage or charge

222690/117



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

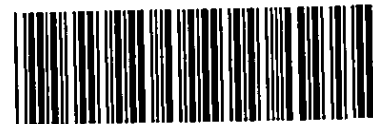
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

SATURDAY



A1F2POQB

A06

11/08/2012

#143

COMPANIES HOUSE

1

Company details

126

For official use

Company number

0 0 1 7 1 2 7 0

Company name in full

BARLOWS HOLDINGS LIMITED

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

d0 d1 m0 m8 y2 y0 y1 y2

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

4

Amount secured

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

Amount secured

All monies, obligations and liabilities now or at
any time hereafter due, owing or incurred by the
Company to the Co-operative Bank Plc ("the Bank")
on any current or other account or otherwise
(whether actual or contingent, as principal or
surety and whether solely or jointly with any other
person), and whether originally owing to the Bank
or otherwise purchased or acquired by it, including
interest, discount, commission, bank charges and
other charges and expenses charged by the Bank

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							
Name	THE CO-OPERATIVE BANK PLC							
Address	SECURITIES CENTRE, NO 2 CATHEDRAL SQUARE, THE CLOTH MARKET, NEWCASTLE UPON TYNE							
Postcode	N	E	1		1		E	E
Name								
Address								
Postcode								

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged	
Short particulars	1	The Company with full title guarantee hereby charges to the Bank as security for the payment and discharge of the Secured Obligations (as defined in Clause 22 1 of the Debenture) -
	1 1	by way of legal mortgage all freehold and leasehold property (including heritable property situate in Scotland) of the Company at the date of the Debenture (including the property specified in the Schedule of the Debenture) and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property,
	1 2	by way of fixed charge all estates and interests of the Company in freehold, leasehold property (including heritable property situate in Scotland) and other immovable property (wherever situate) now or any time hereafter during the continuance of this security belonging to or charges to the company (not being charged by Clause 2 1 1 of the Debenture) and in the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time or in any such property,
	1 3	by way of a fixed charge the benefit of all its rights, present and future, under covenants for title given in relation to the Property (as defined in Clause 22 1 of the Debenture) and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for this time being (including rights to rental income, licence fees, mesne profits and other income) and, in ease case, its rights against guarantors and sureties for the obligations of such persons,
	1 4	by way of fixed charge the benefit of all its rights, present and future, under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property,
	1 5	by way of fixed charge the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property,
	1 6	by way of fixed charge all licences, consents and authorisations (both public and private), present and future, held by its connection with any of its activities,
	1 7	by way of fixed charge all its present and future plant and machinery (save to the extent that such plant and machinery forms part of its stock in trade or work in progress),
	1 8	by way of fixed charge all its present and future vehicles (save as to the extent that such vehicles forms part of the its stock in trade or work in progress),

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

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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

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 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)

9 Signature

Please sign the form here

Signature

Signature

X 

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

Company name

Bermans LLP

Address Lancaster House

Mercury Court

Tithebarn Street

Post town Liverpool

County/Region

Postcode

L

2

2

Q

P

Country

DX 14116 Liverpool

Telephone 0151 224 0500



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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 10 by way of fixed charge all its present and future office equipment (save to the extent that such office equipment forms part of its stock in trade or work in progress),</p> <p>1 11 by way of fixed charge all other equipment present and future not more particularly charged by Clause 2 1 of the Debenture (unless it forms part of its stock in trade or work in progress) together with all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties, and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, repair and/or replacement,</p> <p>1 12 by way of fixed charge all its goodwill and uncalled capital, present and future,</p> <p>1 13 by way of fixed charge all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, now and at any time during the continuance of this security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto,</p> <p>1 14 by way of fixed charge all interests in and rights under the policies of insurance and assurance now or any time during the continuance of this security belonging to the Company, and all its rights, present and future, to other compensation monies from time to time in respect of the Charges Assets (as defined in Clause 22 1 of the Debenture),</p> <p>1 15 by way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including benefit of any pending applications for any of them, now or at any time during the continuance of this security belonging to the Company, including all the Company's rights under any agreement, both present or future, relating to the use or exploitation of such rights,</p> <p>1 16 by way of fixed charge all Book Debts (as defined in Clause 22 1 of the Debenture),</p> <p>1 17 by way of fixed charge all Payment Obligations (as defined in Clause 22 1 of the Debenture),</p> <p>1 18 by way of fixed charge all Refundables (as defined in Clause 22 1 of the Debenture),</p> <p>1 19 by way of fixed charge, with effect from the opening or establishment of any Collections Accounts (as defined in Clause 7 6 1 of the Debenture), all monies standing to the credit of such Collections Account,</p> <p>1 20 by way of fixed charge all Account Balance (as defined in Clause 22 1 of the Debenture) (not being charged by Clause 2 1 19 of the Debenture),</p> <p>1 21 by way of floating charge all its undertaking, property and assets, whatever and wherever, both present and future except to the extent effectively charges under the preceding provisions of Clause 2 of the Debenture</p> <p>2 The fixed charges created by clauses 2 1 7 to 2 1 10 of the Debenture shall, in each case, include all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and service records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement</p>	



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

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

COMPANY NO. 171270
CHARGE NO. 126

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 AUGUST
2012 AND CREATED BY BARLOWS HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE CO-OPERATIVE BANK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 11
AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 AUGUST 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES