

# MG06

Particulars of a charge subject to which property has  
been acquired



**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**  
You cannot use this form  
submitting particulars of  
subject to which property  
acquired for a company r  
in Scotland To do this, pl  
form MG06s

FRIDAY



A11 10/04/2015 #27  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	22 <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 1 3 4 3 6 0 0	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Britannia Hotels Limited	

<b>2</b>	<b>Date of the instrument (if any) creating or evidencing the charge</b>
Date of the instrument (if any)	<div> <div><sup>d</sup>2</div> <div><sup>d</sup>9</div> <div><sup>m</sup>0</div> <div><sup>m</sup>7</div> <div><sup>y</sup>2</div> <div><sup>y</sup>0</div> <div><sup>y</sup>1</div> <div><sup>y</sup>1</div> </div>

<b>3</b>	<b>Description of the instrument (if any) creating or evidencing the charge</b>
Description <sup>1</sup>	Legal Charge   <div> <b><sup>1</sup> Please give a description of the instrument, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge', etc. as the case may be</b> </div>

<b>4</b>	<b>Date of acquisition of the property which is subject to the charge</b>
	<div> <div><sup>d</sup>3</div> <div><sup>d</sup>1</div> <div><sup>m</sup>0</div> <div><sup>m</sup>3</div> <div><sup>y</sup>2</div> <div><sup>y</sup>0</div> <div><sup>y</sup>1</div> <div><sup>y</sup>5</div> </div>

<b>5</b>	<b>Amount secured</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge  The owner will pay to the Bank on demand all the Owner's Obligations. The Owner's Obligations are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include  Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank  any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under the deed	

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# MG06

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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	The Royal Bank of Scotland plc
Address	1 Spinningfields Square
	Manchester
Postcode	M 3 3 A P
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	The freehold land known as Britannia Country House Hotel and Riverside Court, Palatine Road, Didsbury, Manchester and land lying to the west and north west of Palatine Road, Didsbury, Manchester (Land Registry Title Nos GM748008, GM748009, GM748600, GM478674, GM108446 and GM747195 )
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## MG06

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8

### 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)

9

### Signature

Please sign the form here

Signature

Signature

X *Addleshaw Goddard LLP* X

This form must be signed by a person with an interest in the registration of the charge

# MG06

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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 **PARKJB/304919-4221**

Company name **Addleshaw Goddard LLP**

Address **100 Barbirolli Square**

Post town **Manchester**

County/Region

Postcode **M 2 3 A B**

Country **United Kingdom**

DX **14301 Manchester**

Telephone **0161 934 9000**

## 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,  
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)**



**FILE COPY**

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

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

**COMPANY NO. 1343600**

**CHARGE NO. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE FOR ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO THE  
ROYAL BANK OF SCOTLAND PLC ON ANY ACCOUNT  
WHATSOEVER SECURED ON THE PROPERTY ACQUIRED BY  
BRITANNIA HOTELS LIMITED ON THE 31 MARCH 2015 WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 10 APRIL 2015

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 APRIL 2015

*DT*



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY (AS REDACTED) OF  
THE ORIGINAL

*Existing charge*  
Addleshaw Goddard LLP

DATE 08/04/15  
ADDLESHAW GODDARD LLP

Legal Charge – Licensed Premises (1<sup>st</sup> Party – Corporate)  
(06/10)

THIS IS AN IMPORTANT DEED YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Owner Britannia Country House Hotel Limited Registered No 1311678

Bank The Royal Bank of Scotland plc

Property: The freehold land known as Britannia Country House Hotel and Riverside Court, Palatine Road, Didsbury, Manchester and land lying to the west and north west of Palatine Road, Didsbury, Manchester (Land Registry Title Numbers GM748008, GM748009, GM748600, GM748674, GM108446 and GM747195)



References to **Property** include any part of it and the other assets charged by Clause 2

Date 29 07 11

You must date  
the document

Designated Premises Supervisor, Licensable Activities, Licensing Authority, Personal Licence and Premises Licence have the same meanings as in the Licensing Act 2003

#### 1 Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The Owner's Obligations are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1.1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank
- 1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed

#### 2 Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee

- 2.1 charges to the Bank all legal interest in the Property, by way of legal mortgage
- 2.2 gives to the Bank a fixed charge over any of the following property of the Owner, whether owned now or in the future
  - 2.2.1 any other interest in the Property
  - 2.2.2 all rents receivable from any lease granted of the Property
  - 2.2.3 all the goodwill of the Owner's business carried on at the Property
  - 2.2.4 the proceeds of any insurance affecting the Property
  - 2.2.5 the benefit of all certificates or licences (Licences) held by the Owner, or a nominee of the Owner, for the Licensable Activities carried on at the Property
  - 2.2.6 all fixtures and fittings not forming part of the Property

2 2 7 all plant and machinery at the Property, including any associated warranties and maintenance contracts

2 2 8 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business

### **3 Restrictions**

The Owner will not, without the Bank's consent

3 1 permit or create any mortgage, charge or lien on the Property

3 2 dispose of the Property

3 3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting

3 4 part with or share possession or occupation of the Property

### **4 Land Registry**

The Owner and the Bank apply to the Land Registry to enter a restriction that "no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the charges register" The Bank may also register any priority arrangements at the Land Registry which will then be publicly available

### **5 Property Undertakings**

The Owner will

5 1 permit the Bank at any time to inspect the Property

5 2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost In default, the Bank may arrange insurance at the Owner's expense

5 3 hold on trust for the Bank all proceeds of any insurance of the Property At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations

5 4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property

5 5 keep the Property in good condition

5 6 not, without the Bank's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations

5 7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease

### **6. Licence Undertakings**

The Owner will

6 1 hold all Licences required for any Licensable Activities carried on at the Property, and will not cease to carry on any Licensable Activity without the Bank's consent

6 2 ensure the Designated Premises Supervisor named in the Premises Licence holds a Personal Licence

6 3 comply with, maintain and renew all Licences and the Personal Licence and provide copies to the Bank (and ensure that the Designated Premises Supervisor does the same)

## **7 Possession and Exercise of Powers**

7 1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property) The Owner will continue in possession until the Bank takes possession

7 2 If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay

7 3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made

7 4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank

## **8 Appointment of Receiver**

The Bank may appoint or remove a receiver or receivers of the Property. If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.

## **9 Powers of the Bank and Receivers**

9 1 The Bank or any receiver may

9 1 1 carry on the Owner's business that is conducted at the Property

9 1 2 enter, take possession of, and/or generally manage the Property

9 1 3 take any action necessary to preserve or renew any Licences

9 1 4 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property

9 1 5 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Bank or a receiver under this power

9 1 6 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately

9 1 7 complete any transactions by executing any deeds or documents in the name of the Owner

9 1 8 take, continue or defend any proceedings and enter into any arrangement or compromise

9 1 9 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this

9 1 10 employ advisers, consultants, managers, agents, workmen and others

9 1 11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies



9 1 12 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers

9 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations

9 3 Joint receivers may exercise their powers jointly or separately

9 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law

9 5 The Bank may exercise any of its powers even if a receiver has been appointed

9 6 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time

9 7 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction

#### **10 Application of Payments**

10 1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides

10 2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date

#### **11. Preservation of Other Security and Rights and Further Assurance**

11 1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights

11 2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed

#### **12. Power of Attorney**

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name

12 1 to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings

12 2 to apply to the Licensing Authority for the renewal of any Licence or its transfer to the Bank, a nominee of the Bank or a receiver

The production of this deed will be conclusive evidence of the Owner's consent to the application

**13 More than One Owner**

Where the Owner is more than one person the Owner's Obligations include their joint and several liabilities. References to the Owner are to them together and separately.

**14 Consents, Notices and Demands**

14.1 All consents, notices and demands must be in writing.

14.2 The Bank may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Bank.

14.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A business day is a weekday other than a national holiday.

14.4 A notice from the Owner to the Bank will be effective on receipt.

**15 Transfers**

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

**16. Law**

16.1 English law governs this deed and the English courts have exclusive jurisdiction.

16.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by  
the Owner

)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Director/Member

\_\_\_\_\_  
Director/Secretary/Member

(as a director of  
Brianna Hotels  
Limited)

If there is only one signature, which must be that of a Director/Member, a witness is required.

Signed by the Director/Member in the presence of

Witness' signature

\_\_\_\_\_

Witness' name in full

\_\_\_\_\_

Address

\_\_\_\_\_

Occupation

\_\_\_\_\_