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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

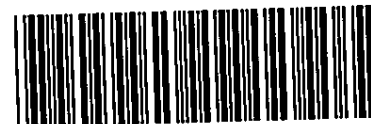
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to reg
particulars of a charge for a Sc
company. To do this, please us
form MG01s

TUESDAY



LBLU9R3E

LD3

25/01/2011

25

COMPANIES HOUSE

1

Company details

Company number

0 3 0 5 0 5 9 5

Company name in full

ARROWCROFT NORTHWEST LIMITED (the "Company")

For official use

→ **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

20 01 2011

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 Legal Charge dated 20 January 2011 (the "Charge") and made between the
Company and The Co-operative Bank plc (the "Bank")

4

Amount secured

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

Amount secured

All or any monies, obligations and liabilities which shall for the time
being (and whether on or at any time after demand) be due, owing
or incurred in whatsoever manner to the Bank whether actually or
contingently, and whether solely or jointly with any other person,
and whether as principal or surety, and whether or not the Bank
shall have been an original party to the relevant transaction and
including interest, discount, commission or other lawful charges and
expenses which the Bank may, in the course of its business, charge
in respect of any of those matters or for the keeping of Company's
account(s) (and also including the costs, charges and expenses
referred to in the Charge) and so that interest shall be computed and
compounded according to the usual mode of the Bank as well after
as before any demand made or judgement obtained or the
insolvency of the Company (the "Company's Indebtedness").

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	The Co-operative Bank p l c
Address	Level 2, No 2 Cathedral Square, The Cloth Market Newcastle upon Tyne
Postcode	N E 1 1 E E
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 CHARGING CLAUSE**
- 1.1 The Company (to the full extent of the Company's interest in the Property or its proceeds of sale) with full title guarantee has charged to the Bank by way of legal mortgage all legal interests (and otherwise by way of specific equitable charge) the Property as a continuing security for the payment or discharge on demand of the Company's Indebtedness.
- 1.2 The Company has further charged and covenanted in accordance with the terms of paragraph 1.6 and 1.7 below
- 1.3 Where a business or undertaking is carried on, at or from the Property, the Company (to the full extent of the Company's Interest) with full title guarantee has assigned unto the Bank (as a continuing security for the payment or discharge of the Company's Indebtedness) (i) the goodwill of the business carried on at or from the Property (ii) the benefit of all Licences or Certificates and (iii) the right to recover and receive any compensation payable in respect of all Licences and Certificates to hold the same unto the Bank absolutely subject to reassignment or redemption.
- 1.4 The Company has assigned to the Bank the Rental Sums together with the benefit of all rights and remedies of the Company relating to them, subject to reassignment or redemption
- 1.5 The Company with full title guarantee and as a continuing security for payment and discharge of the Company's Indebtedness has assigned to the Bank all of its rights, title and interest in and to -
- (a) the personal agreements and covenants by the tenants, lessees or licensees of the Property and by all guarantors and all security held by the Company in respect of the obligations of such tenants, lessees or licensees (including, without limiting the generality of the foregoing, all monies due and owing to the Company or which may become due and owing to the Company at any time in the future in connection therewith); and

MG01 - continuation page

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>(b) all agreements now or from time to time entered into or to be entered into for the sale, letting or other disposal or realisation of the whole or any part of the Property (including without limiting the generality of the foregoing, all monies due and owing to the Company or which may become due and owing to the Company at any time in the future in connection therewith).</p> <p>1 6 The Company (to the full extent of the Company's interest therein) with full title guarantee, has charged by way of floating charge (as a continuing security for the payment or discharge of the Company's Indebtedness) the Equipment</p> <p>1 7 The Company has covenanted with the Bank -</p> <p>(a) not without the previous consent in writing of the Bank to dispose of the Equipment, save in the ordinary course of business</p> <p>(b) to keep all the Equipment in good and substantial repair and condition and to renew or replace the same when necessary</p> <p>(c) to keep the Equipment insured against loss or damage by fire, theft, aircraft, storm, tempest, flood and damage by or resulting from vehicular impact and such other risks as the Bank shall from time to time require in their full replacement value for the time being in such insurance office or offices as the Bank shall approve, and punctually to pay all premiums in respect of such insurance.</p> <p>2 CONTINUING SECURITY AND AMOUNT DUE</p> <p>2.1 Without prejudice to the generality of Paragraph 1 of this MG01, the Charge is a continuing security to the Bank and shall extend to cover the ultimate balance due from the Company to the Bank notwithstanding that there may have been at any time a balance to the credit of the Company on any account of the Company, any settlement of account or any other matter or thing</p> <p>2 2 The charges contained in the Charge are made for securing further advances but the Bank is under no obligation to make any such further advance</p> <p>2 3 The Charge shall not be considered as satisfied or discharged by an intermediate payment, repayment or discharge of the whole or any part of the Company's Indebtedness</p> <p>3 NEGATIVE PLEDGE</p> <p>3 1 The Company has further covenanted not without the Bank's prior written consent to.-</p> <p>(a) grant or accept (or contract to do so) a surrender of any lease, licence to occupy or franchise relating to the Property, or agree any variation of the terms of any lease or part with or share occupation of the Property;</p> <p>(b) create, or purport to create, any other mortgage, charge or lien on the Property or the other Charged Assets;</p> <p>(c) sell or dispose of the Property or any part of it (or contract to do so);</p>	

MG01 - continuation page

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

- (d) sever or dispose of any fixed plant and machinery and other fixtures now or in the future in or about the Property, save in the ordinary course of repair or replacement

SCHEDULE

Registered Land

Title Number(s): WK286510.

Property Description: 2, 2A, and 2B Market Place, Rugby, Warwickshire.

Administrative Area: Warwickshire, Rugby

Class of Title: Absolute.

DEFINITIONS

"the Bank" means The Co-operative Bank p.l.c. and includes its successors in title and assigns and any company with which it may amalgamate, to the intent that this Charge shall constitute a continuing security in favour of such new company as if it had been expressly named in this Charge instead of The Co-operative Bank p l c ,

"the Company" means Arrowcroft Northwest Limited and includes the successors in title and assigns of the Company;

"the Equipment" means all unfixed plant and machinery and other chattels and equipment now or in the future in, on or about the Property, and includes any part or parts thereof,

"Licence or Certificate" means (a) the premises licence(s), personal licence(s) and/or club premises certificate(s) relating to the Property, and/or its management or operation under the Licensing Act 2003 and the Justices Licence or Registration Certificate (if any) relating to the Property prior to conversion under the Licensing Act 2003 and repeal of the Licensing Act 1964 and (b) other licences or certificates (if any) necessary or desirable to carry on at or from the Property the business or undertaking of the Company;

"the Other Charged Assets" means the assets (if any) other than the Property charged by this Charge,

"the Property" means the property referred to in the Schedule of this MG01, and shall include all additions thereto and all fixtures and all fittings in the nature of fixtures and all fixed plant and machinery (not being chattels within the meaning of the Bills of Sale Acts) now or in the future in or about the Property, and includes any part or parts thereof; and

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by the lessees, underlessees, tenants or licensees of the Property to the Company except any sums payable in respect of services and insurance provided by the Company in relation to such a Property

MG01

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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 Kamal Arulvel (A0849 00012)

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region (Doc 15482132)

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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

MG01

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 866)

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)

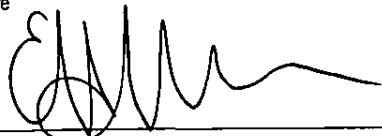
9

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3050595
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 20
JANUARY 2011 AND CREATED BY ARROWCROFT NORTHWEST
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 25 JANUARY 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JANUARY
2011**



Companies House
— for the record —

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