

MG01

104750/26

Particulars of a mortgage or charge



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 for**
You cannot use this form to register
particulars of a charge on a
company. To do this you must use
form MG01s

FRIDAY



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22/03/2013

#94

COMPANIES HOUSE

lease

or uk

1 Company details

Company number 3 7 0 7 8 8 6

Company name in full THE ARDEN HOTEL LIMITED ("Chargor")

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 d1 d2 m0 m3 y2 y0 y1 y3

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 dated 12 March 2013 made between (1) the Chargor; and (2)
Barclays Bank PLC ("Bank") ("Debenture")

4 Amount secured

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

Amount secured All money and liabilities now or in the future
due, owing or incurred (before or after that
demand) by the Chargor to the Bank in any
manner. This applies whether the money and
liabilities are due, owing or incurred
actually or contingently, whether by the
Chargor alone or by the Chargor jointly with
any other person; and whether the Chargor is a
principal or a surety; and includes any
liability (secured or unsecured) of the
Chargor to a third party which subsequently
becomes payable to the Bank by assignment or
otherwise; and all interest, commission, fees,

continued/.....

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	Barclays Bank PLC	
Address	Whose registered address is 1 Churchill Place, London	
Postcode	E 1 4 5 H P	
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	<p>1. Definitions</p> <p>In the Debenture, unless the context otherwise requires:</p> <p>'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;</p> <p>'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 2.1.3 below but only insofar as concerns that floating charge;</p> <p>'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights;</p> <p>'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 2.1.2(h) below;</p> <p>'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);</p> <p style="text-align: right;">continued/.....</p>	

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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

None

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).

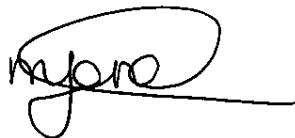
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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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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 Michael Jones

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region West Midlands

Postcode B 2 4 D L

Country

DX DX: 13022 BIRMINGHAM 1

Telephone 0121 262 5869



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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Amount secured

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

Amount secured

charges, costs and expenses which the Bank may charge to the Chargor in the course of the Bank's business or incur in respect of the Chargor or the Chargor's affairs The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment (the "Secured Sums").

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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. Definitions (continued)</p> <p>'Receiver' means every person the Bank appoints as a receiver and manager under the Debenture, including any substituted receiver and manager;</p> <p>'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 2.1.2 below;</p> <p>'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000):</p> <ul style="list-style-type: none"> • which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or • the certificates for which are now or in the future deposited by the Borrower with the Bank or which, if uncertificated, are held in an escrow or other account in the Bank's favour or held in the Bank's name or that of the Bank's nominee or to the Bank's order; <p>including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;</p> <p>Any reference to any statute or any section of any statute is deemed to include reference to any statutory modification or re-enactment of it for the time being in force.</p> <p>2. The charges created</p> <p>2.1 By executing the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Secured Sums:</p> <p>2.1.1 by way of legal mortgage, all Land in England and Wales now vested in the Chargor and not registered at H.M. Land Registry;</p> <p style="text-align: right;">continued/... ..</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2. The charges created (continued)</p> <p>2.1.2 by way of fixed charge:</p> <ul style="list-style-type: none"> a) all Land in England and Wales now vested in the Chargor and registered at H.M. Land Registry; b) all other Land which is now, or in the future becomes, the Chargor's property, c) all plant and machinery now or in the future attached to any Land; d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land; e) all the Chargor's Securities; f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor: <ul style="list-style-type: none"> • which relate to Assets themselves subject to a fixed charge in the Bank's favour; or • which are now or in the future deposited by the Chargor with the Bank; <p>together with all the Chargor's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);</p> <ul style="list-style-type: none"> g) all the Chargor's goodwill and uncalled share capital for the time being; h) <ul style="list-style-type: none"> ▪ all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which the Chargor is entitled together with others; ▪ the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world; ▪ all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world; <p style="text-align: right;">continued/....</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

2. The charges created (continued)

- 1)
 - all trade debts now or in the future owing to the Chargor;
 - all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 52 (3) of the Companies Act 1989);
- j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in the Bank's favour;

2.1.3 by way of floating charge:

- a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above; and
- b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland;

but in each case so that the Chargor shall not without the Bank's prior written consent:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge);
- take any other step referred to in clause 3.3 below with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

2.2 The Bank may at any time crystallise the floating charge created in clause 2.1.3 above into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating Charge Assets, as the Bank specifies in the notice.

3. Covenants and Restrictions

3.1 Subject to the rights of any prior mortgagee, the Chargor must:

- 3.1.1 deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 2.1 including

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Short particulars

insurance and assurance policies;

3.1.2 execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over any Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Bank may require to achieve this.

3.2 Any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture;

3.3 The Chargor must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account as the Bank directs. Pending that payment, the Chargor will hold all money so received upon trust for the Bank. The Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so.

3.4 If a credit balance on any account of the Chargor with the Bank includes proceeds of Receivables credited or transferred to that account, the Bank shall have an absolute discretion whether to permit or refuse to permit the Chargor to utilize or withdraw that credit balance and the bank may in its sole discretion at any time transfer all or any part of that credit balance to any other account of the Chargor with the Bank or to an account in the Bank's own name.

3.5 If the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargor to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by the debenture will in all other respects remain in full force and effect. In particular, all amounts due to the Chargor from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in clause 2.1.2, subject only to any defences or rights of retention

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

or set-off which the Bank or the third party may have
against the Chargor.

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>4. Negative pledge and other restrictions</p> <p>The Chargor must not, except with the Bank's prior written consent:</p> <p>4.1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Chargor's business) to arise or subsist over any of the Assets;</p> <p>4.2 sell, assign, lease, license or sub-license, or grant any interest in, the Chargor's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.</p> <p>5. Further assurance</p> <p>The Chargor must on the Bank's demand in writing execute and deliver to the Bank at the Chargor's cost any document that the Bank may require further to secure the payment of the Secured Sums, or to create, enhance or perfect any fixed security over any of the Assets, or to give full effect to the Debenture, or to vest title to any of the Assets in the Bank or the Bank's nominee or any purchaser</p> <p>6. Power of attorney</p> <p>The Chargor, by way of security, irrevocably appointed the Bank (whether or not a Receiver or administrator has been appointed) and any Receiver separately as the Chargor's attorney (with full power to appoint substitutes and to delegate) with power in the Chargor's name or on the Chargor's behalf and as the Chargor's act and deed or otherwise:</p> <ul style="list-style-type: none"> to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and to perform any act; <p>which may be required of the Chargor or may be deemed by the attorney necessary or desirable for any purpose of the debenture, or to create, enhance or perfect any fixed security over any of the Assets or to convey or transfer legal ownership of any Assets.</p> <p style="text-align: right;">continued/.....</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

7. Set-off

The Bank may retain any money standing to the Borrower's credit with the Bank (in any currency, in any country and whether or not in the Chargor's name) as cover for the Secured Sums. The Bank may apply all or any of that money in satisfaction of all or part of the Secured Sums as the Bank may select (whether presently payable or not). The Bank may also use that money to purchase any other currency required for this purpose.

8. Leases, possession, consolidation of mortgages

8.1 The Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.

8.2 The Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3707886
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 12 MARCH
2013 AND CREATED BY THE ARDEN HOTEL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 22 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2013

DX



Companies House



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