002107/U/13

In accordance with Section 860 of the Companies Act 2006.

MG01

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 NOT for**
You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

WEDNESDAY

PTTWJFNS
PC5 09/12/2009 346
COMPANIES HOUSE

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 *

1 Company details

Company number: 07048490

Company name in full: GROVE GOLF + BOWL LIMITED

2 Date of creation of charge

Date of creation: d 08 m 12 y 2009

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 Deed (the "Debenture")

4 Amount secured

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

Amount secured:

(1) All money and liabilities whether actual or contingent (including further advances made after the date of the Debenture by the Bank and secured directly or indirectly by the Debenture) which then were or at any time thereafter might be due, owing or incurred by the Company to the Bank anywhere or for which the Company might be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same might at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law);

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	Lloyds TSB Bank plc
Address	Birmingham Securities Centre, Dept; PO Box 6000,
	125 Colmore Row, Birmingham
Postcode	B 3 3 S F
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

First: The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule referred to in the Debenture (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation (as defined in the Debenture) (including any rights arising as against any nominee purchaser pursuant thereto)) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land or the proceeds of sale thereof of whatever description both present and future and all the right, title and interest of the Company in any such plant and machinery from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.
Secondly: All book debts present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights.

Continued

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

Nil

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.

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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: LLOYDS TSB

Company name: BIRMINGHAM SECURITIES CENTRE

Address: PO BOX 6000, 125 COLMORE ROW, BIRMINGHAM

Post town:

County/Region: BIRMINGHAM

Postcode: B3 3SF

Country:

DX: BIRMINGHAM 6 701 860

Telephone:

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

In accordance with Section 860 of the Companies Act 2006.

MG01 - continuation page

Particulars of a mortgage or charge

4 **Amount secured**

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

Amount secured

(a) interest to the date of payment at such rate or rates as from time to time might be agreed between the Bank and the Company, or in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select;
(b) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Debenture (including any acts necessary to release the Charged Property (as defined in the Debenture) from the security) or in enforcing the security thereby created on a full and unqualified indemnity basis; and
(c) any fees charged by the Bank for the time being spent by the Bank's officials, employees or agents in dealing with any matter relating to the Debenture. Such fees shall be payable at such rate as may be specified by the Bank.

In accordance with Section 860 of the Companies Act 2006.

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

Thirdly: All other debts, claims, rights and choses in action both present and future of the Company or in which the Commune is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing):
(a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including things in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof);
(b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof);
(c) without prejudice to (d) below, any amounts owing or which may become owing to the Company under any building,
construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);
(d) without prejudice to (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance);
(e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings; and
(f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are secondly described above.
Fourthly: Where the Company for the time being carries on any business compromising or relating to the provision of credit (as defined by section 9 Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods:
(a) the full benefit of and all rights under all agreements then or thereafter entered into by the Company under which the Company has provided or agreed to provide credit (as so defined) to any person of any amount and all agreements then or thereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company (all agreements described in this paragraph (a) being hereafter referred to as the "Credit Agreements"), including all moneys payable under or in respect of the Credit Agreements;
(b) the full benefit of and all rights under all agreements (not being Credit Agreements) then or thereafter entered into by the
Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) then or thereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company (all agreements described in this paragraph (b) being hereinafter referred to as the "Hiring Agreements") including all moneys payable under or in respect of the Hiring Agreements;

Continued:

In accordance with Section 860 of the Companies Act 2006.

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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

(c) the full benefit of and all rights relating to the Credit Agreements and the Hiring Agreements (hereinafter together called the
"Instalment Credit Agreements") including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees;
(d) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit
Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company; and
(e) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto.
Fifthly: (a) All stocks, shares, bonds, certificates of deposit, depositary receipts, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement), securities and other interests and rights which then were or might at any time thereafter be owned by the Company or in which the Company might be legally, beneficially or otherwise interested (and whether held in certificated form or in uncertificated form by a member (whether the Company itself or a third party) of CREST or any other similar system) including without limitation:
(i) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future in (or from) any company which then was or might thereafter become a subsidiary (as defined in section 736 Companies Act 1985) of the Company;
(ii) the full benefit of all stocks, shares, certificates of deposit, depositary receipts and securities which or the certificates for which then were or might at any time thereafter be lodged by the Company or on its behalf with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees or held by any party other than the Company for or to the order of the Bank at the request of or by arrangement with the Company
(iii) all property and rights of the Company in respect of any account which then was or might at any time thereafter be held by or for the Company as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depositary or custodian or sub-custodian or broker (in each case, whether in the UK or elsewhere) relating to stocks, shares, certificates of deposit, depositary receipts, securities or other interests or rights whatsoever without limitation;
(b) all rights in respect of or incidental to the Charged Property described at (a) above, (the Charged Property (a) and (b) thereby fifthly charged being hereinafter called the "Securities"); and
(c) all stocks, shares, securities, rights, moneys or property accruing or offered at any time by way of conversion, redemption,
bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith.
(The Charged Property (a) to (c) thereby fifthly charged being hereinafter called "Interests in Securities").

Continued:

In accordance with Section 860 of the Companies Act 2006.

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

Sixthly: (a) All present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered in all or any part of the world in which the Company is legally, beneficially or otherwise interested;
(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company; and(c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Company and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation any and all materials and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated (the Charged Property thereby sixthly charged being hereinafter called "Intellectual Property Rights").
Seventhly: The goodwill and the uncalled capital of the Company both present and future.
Eighthly: All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) then or at any time thereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company.
Ninthly: All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.
Tenthly: The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property first, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly and ninthly described (if and insofar as the charges thereon or on any part or parts thereof contained in the Debenture should for any reason be ineffective as fixed charges).

The expression "Charged Property" means the undertaking, assets, properties, revenues, rights and benefits first, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly, ninthly and tenthly described above and references to the "Charged Property" include references to any part of it.

Continued:

In accordance with Section 860 of the Companies Act 2006.

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6 Short particulars of all the property mortgaged or charged

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

Short particulars

The charges created by the Debenture are as regards the Charged Property first, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly and ninthly described first fixed charges (and as regards all those parts of the Charged Property first described then vested in the Company constitute a charge by way of legal mortgage thereon) and as regards the Charged Property tenthly described the charge so created is a first floating charge.

The Company may not without the consent in writing of the Bank:

(a) (except as expressly provided for in the Debenture) sell, assign, licence, sub-licence, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property tenthly described) provided that for the avoidance of doubt this sub-clause shall not prevent the Company without such consent collecting proceeds of the book and other debts, monetary claims and choses in action forming part of the Charged Property in the ordinary course of the Company's business and paying the same into the Company's account(s) with the Bank in accordance with sub-clause 5.7(a) of the Debenture and provided further that where the Bank makes a payment at the request of the Company which is debited to any account with the Bank which is for the time being in credit, the Bank shall be taken to have given any necessary consent for the purposes of this clause to such payment unless such payment was made as a result of some mistake of fact on the part of the Bank;

(b) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property except a lien arising by operation of law in the ordinary course of the Company's business as conducted during the 12 months preceding the date when the lien first came into existence;

(c) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b) immediately above;

(d) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property tenthly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture;

(e) vary or purport to vary any Instalment Credit Agreement or any security or guarantee provided in relation thereto or give any consents or licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Company shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Bank for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee; or

Continued:

In accordance with Section 860 of the Companies Act 2006.

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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

(f) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following:
(i) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier; and/or
(ii) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever; and/or
(iii) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in (ii) above.
By sub-clause 5.7(a) of the Debenture, the Company covenanted that it would pay into its account or accounts with the Bank all the proceeds which it might receive of the book and other debts, monetary claims and choses in action forming part of the Charged Property and the Company declared that all proceeds received or obtained by the Company or on the Company's behalf but which were not so paid or transferred into that account or accounts should be received and held by the Company on trust for the Bank.

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7048490
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED 8 DECEMBER 2009 AND CREATED BY GROVE GOLF & BOWL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC 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 9 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER 2009

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES