

MG01

Particulars of a mortgage or charge

028395/65



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
company. To do this, please
use form MG01s

SATURDAY



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09/10/2010

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COMPANIES HOUSE

1 Company details

Company number 7 2 8 7 4 5 5

Company name in full London Road Restaurant 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 2 4 10 09 20 10

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 debenture dated 24 September 2010 and made between (1) the Company and (2) Bruntwood
2000 Limited (the **Lender**) (the **Debenture**)

4 Amount secured

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

Amount secured 4-10 (a) all indebtedness, liabilities and obligations at any
time due, owing or incurred in any manner
whatsoever to the Lender by the Company whether
actually or contingently and whether solely or jointly
with any other person and whether as principal or
surety and in whatever currency denominated and
including interest, commission and other lawful
charges or expenses which the Lender may charge in
connection with the Debenture, and

(b) on a full indemnity basis all costs and expenses
incurred by the Lender in relation to the preparation
and execution of the Debenture and the protection
and enforcement of its rights thereunder

(the **Secured Obligations**)

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 Bruntwood 2000 Limited

Address City Tower, Piccadilly Plaza,

Manchester

Postcode M 1 4 B D

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 Please see continuation sheet

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
1 15	1 1	With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all its other obligations under the Debenture
		the Company charges to the Lender by way of first fixed charge and agreement to charge
	1 1 1	all interest in any freehold or leasehold property vested in or charged to the Company, all proceeds of sale derived therefrom and all licences to enter upon or use land and the benefit of all other agreements relating to land,
	1 1 2	the benefit of all guarantees, warranties, licences, consents, contracts and authorisations (statutory or otherwise) held by the Company in connection with its business or any property charged pursuant to clause 3 1 1 of the Debenture and the right to recover and receive all compensation which may be payable to it in respect of them,
	1 1 3	the benefit of all present and future leases, sub-leases and licences whatsoever entered into by the Company in respect of any property charged pursuant to clause 3 1 1 of the Debenture,
	1 1 4	all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,
	1 1 5	all shares owned by the Company in which the Company has an interest,
	1 1 6	all intellectual property owned by the Company or in which the Company has an interest, and
	1 1 7	all the goodwill and uncalled capital of the Company,
	1 2	the Company charges to the Lender by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Debenture,
1 3	the Company assigns and agrees to assign to the Lender all its rights, title and interest in and to all present and future rentals, fees and other amounts receivable or recoverable by the Company from any other person in connection with any property in which the Company has an interest or any part thereof and the benefit of all rights whatsoever relating thereto,	
1 4	the Company assigns and agrees to assign in favour of the Lender all its rights, title and interest in and to all policies of insurance whatsoever in which the Company has an interest, the benefit of any claim to the proceeds of any such policy of insurance and the right to return of any premium in relation to any such policy	
2	The Company covenants with the Lender that during the continuance of the security constituted by the Debenture it shall not, without the consent in writing of the	

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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

Lender, create, extend or permit to subsist any Encumbrance upon any part of the Charged Property to secure any liability, actual or contingent and further covenants that it shall not, without the consent in writing of the Lender, enter into any lease, sub-lease or licence in respect of any part of the Charged Property

For the purposes of the Form MG01 the terms below shall be ascribed the following meanings

Charged Property means the property and assets charged in favour of the Lender as described in paragraph 1 above

Encumbrance includes any mortgage, charge, pledge, lien, assignment by way of security, hypothecation, security interest, title retentions, preferential right or trust arrangement or any other security agreement or arrangement having the effect of creating or granting security

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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

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 *HM Dickinson* LLP 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 **APL**

Company name **Hill Dickinson LLP**

Address **No 1 St Paul's Square**

Post town **Liverpool**

County/Region

Postcode

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J

Country

DX **DX14129**

Telephone **0151 600 8000**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7287455
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24
SEPTEMBER 2010 AND CREATED BY LONDON ROAD
RESTAURANT LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO BRUNTWOOD 2000
LIMITED 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 OCTOBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 OCTOBER
2010**



Companies House
— for the record —



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

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