

# MG01

## Particulars of a mortgage or charge



010543/13

**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  
particulars of a charge for a  
company. To do this, please  
use form MG01s

THURSDAY



LD4 \*L1MQE9PC\* #277  
29/11/2012  
COMPANIES HOUSE

**1 Company details** 6     For official use

Company number: 0 2 3 9 8 6 0 4

Company name in full: COFTON IRISH INVESTMENTS LIMITED (THE "MORTGAGOR")

→ **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 d6 m1 m1 y2 y0 y1 y2

**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: Mortgage Debenture

**4 Amount secured**

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

Amount secured: Please see Continuation Sheet

4  
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**Continuation page**  
Please use a continuation page if  
you need to enter more details

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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 BANK OF SCOTLAND PLC

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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 See Continuation Sheet attached

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## 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 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 *Roohi Nader Solicitors LLP* 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 LAH/SYR/BOS012-106

Company name Rooks Rider Solicitors LLP

Address Challoner House

19 Clerkenwell Close

Post town London

County/Region

Postcode 

E	C	1	R			O	R	R
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Country

DX DX 53324 Clerkenwell

Telephone +44 (0)20 7689 7000

### 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](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)**

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

All monies, obligations and liabilities (including, without limitation, in respect of principal, interest, discount, commission, fees and expenses) whether actual or contingent which now are or at any time hereafter may be or become due, owing or incurred by the Mortgagor to the mortgagee named overleaf (the "**Bank**") on any current or other account or otherwise in any manner whatsoever whether collectively or individually, including the purchase, acceptance, guaranteeing, endorsement or discounting by the Bank of notes or bills issued by the Mortgagor and all liabilities pursuant to bonds, guarantees or indemnities issued on behalf of, or at the request of, the Mortgagor and all the Mortgagor's liabilities in respect of leasing facilities or foreign exchange transactions, interest rate or currency hedging or other derivative or hedging facilities or agreements or other liabilities whatsoever including (without limitation) any covenants, guarantees, agreements, bills of exchange, promissory notes, loans, credits or advances, interest (including interest capitalised or rolled up and default interest), commission, discounts and other expenses from time to time due from the Mortgagor to the Bank (in each case whether alone or jointly or jointly and severally with any other person(s) and in whatever style or name and whether as principal or surety or otherwise) and all costs, charges, expenses and other sums (banking, legal or otherwise) on a full indemnity basis howsoever incurred or to be incurred by the Bank and/or by or through any receiver, attorney, delegate, sub-delegate, substitute or agent of the Bank (including, without limitation, the remuneration of any of them) (the "**Secured Obligations**") for any of the purposes referred to in the Mortgage Debenture or in relation to the enforcement of the Mortgage Debenture or any other security held by the bank as security for the Secured Obligations or in connection therewith together with interest to the date of payment (as well after as before any demand made or judgment obtained under the Mortgage Debenture) at the surcharge rate of interest set out in the Bank's general conditions applicable to credit facilities at the date of the demand. The Mortgagor acknowledges that the Secured Obligations shall, in the absence of express written agreement to the contrary, be due and payable to the Bank on demand.

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

- (1) As continuing security for the payment and discharge of the Secured Obligations the Mortgagor as legal and beneficial owner (and also in the case of registered land as registered owner or the person entitled to be registered as registered owner) -
- 1 **CHARGES** unto the Bank the Secured Property, together with all buildings, fixtures and fixed plant and machinery from time to time thereon with the payment, performance and discharge of the Secured Obligations and **ASSENTS** to the registration of such charge as a burden on the property thereby affected, and
  - 2 **CHARGES** unto the Bank by way of first fixed charge all other freehold, leasehold and other immoveable property now or at any time hereafter belonging to or any estate or interest vested in the Mortgagor including any estate or interest hereafter acquired in the Secured Property together with all rights, liberties, powers, easements, quasi easements and appurtenances (in each case of whatever nature) attached or appurtenant thereto and all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and all fixed plant and machinery from time to time therein or thereon, and
  - 3 **CHARGES AND ASSIGNS** unto the Bank all the chattel items and plant and machinery specified in the Second Schedule hereto and all other plant, machinery, vessels, vehicles, furniture, fittings, computers and office and other equipment and utensils of whatever nature and wherever situate of the Mortgagor both present and future together with the full benefit of the insurances on same to hold unto the Bank absolutely by way of security for the payment of the Secured Obligations subject to the proviso for redemption in clause 3 3 of the Mortgage Debenture, and
  - 4 **CHARGES AND ASSIGNS** unto the Bank by way of first fixed charge (to the extent that they are not otherwise subject to fixed security under the Mortgage Debenture) all of its present and future benefits, rights, title and interest in the Insurances maintained or effected now or hereafter by it and the Insurance Proceeds, and
  - 5 **CHARGES AND ASSIGNS** unto the Bank all its goodwill and uncalled capital for the time being together with all patents, patent applications, brand names, copyrights, rights in the nature of copyrights, publication rights, registered designs (including applications and rights to apply therefor), all inventions, rights and trademarks, both registered and unregistered, registered user agreements, service marks and business names whether registered or not (including applications and rights to apply therefor), confidential information and know-how, fees, royalties and other rights of every kind deriving from any of the foregoing and which now or at any time hereafter belong to it and any and all rights which it may have as licensee or sub-licensee pursuant to any agreement or otherwise, and other intellectual property rights now, or at any time during the continuance of this security, belonging to it and all agreements under which it is now or may become entitled to the payment of any royalty fee or similar income, and
  - 6 **CHARGES** unto the Bank by way of first fixed charge the benefit of all Licences (provided that in the case of a Liquor Licence there is no intention to create security in same separate from the property to which it attaches) and the full right to recover and receive all compensation which may at any time become payable to the Mortgagor (or any such nominee) on account of the non-renewal of any Licence , and
  - 7 **CHARGES** unto the Bank of its rights, title and interest in and to the Rent and the full benefit of all rights and remedies relating thereto, including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing, and
  - 8 **CHARGES** by way of fixed charge in favour of the Bank all its rights and title to and interests and benefits in the Rent Account and all moneys from time to time standing to the credit thereof, and
  - 9 **CHARGES AND ASSIGNS** all of its rights, title and interests in and benefits under (but not obligations under) the Leases and the Guarantees and all security from time to time granted to the Mortgagor as security under the Leases and the full benefit of all rights and remedies relating thereto including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing and all its

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

powers of recovery in respect thereof (but not its obligations thereunder), and

10 by way of fixed charge **CHARGES AND ASSIGNS** unto the Bank the following covenants, agreements and rights -

(a) any covenant agreement or undertaking in relation to the construction and maintenance of all roads, pavements and utilities for services required in connection with the properties referred to in paragraphs 1 and 2 above or charges, levies or such like in respect of the same or the taking in charge thereof by the local authority and any indemnity in respect of the matters aforesaid,

(b) any right, benefit or agreement made between it and the local authority or any other person pursuant to which it has been or may be granted rights of access or rights of way in relation to the properties referred to in paragraphs 1 and 2 above,

(c) all of its rights to be paid or receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the properties referred to in paragraphs 1 and 2 above or any refusal, grant subject to conditions, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the properties referred to in paragraphs 1 and 2 above so that the production of the Mortgage Debenture to the person liable to pay such compensation shall be sufficient authority to it or him to pay such moneys to the Bank, and

11 by way of first floating charge **CHARGES** unto the Bank its book debts and all its undertaking and all its other property assets and rights whatsoever and wheresoever both present and future including but not limited to its property, assets and rights referred to in paragraph 1 above if and insofar as such charges or any part or parts of the same shall be for any reason ineffective as specific or fixed charges

(2) In relation to paragraphs 1 to 11 above, the following terms shall have the following meanings -

**"Guarantees"** means each and every guarantee provided in relation to a Lease including, without limitation, the guarantees which are specified in the First Schedule to the Mortgage Debenture (although none specified),

**"Insurances"** means all present and future contracts and policies of insurance and re-insurance of any kind taken out or, as the context requires, to be taken out and maintained by or on behalf of the Mortgagor or in which the Mortgagor has an interest,

**"Insurance Proceeds"** means all proceeds of insurance payable to or received by the Mortgagor (whether by way of claims, return premiums, ex-gratia payments or otherwise) but excluding, for the avoidance of doubt, liability of the Mortgagor for third party claims to the extent that those proceeds are applied directly to discharge a liability of the Mortgagor to a third party,

**"Leases"** means each and every lease, licence or contract or agreement to lease, licence or let or contract of occupation entered into by the Mortgagor as landlord or licensee in relation to the Secured Property or any other property hereby mortgaged or charged including, without limitation, the leases which are specified in the First Schedule to the Mortgage Debenture (although none specified),

**"Licences"** means each and every licence (including without limitation any Liquor Licence), permit or authority as renewed, amended, varied, extended or supplemented from time to time now or hereafter held by the Mortgagor (or any nominee of the Mortgagor) in relation to any business carried on by the Mortgagor or the user of any of the Secured Assets including, without limitation, the licences which are specified in the First Schedule to the Mortgage Debenture (although none specified),

**"Liquor Licence"** means each and every, if any, licence as renewed, amended, varied, extended or supplemented from time to time now or hereafter held by the Mortgagor in relation to the Secured Property or any other property hereby mortgaged or charged or any part thereof for the sale of spirits or intoxicating liquor whether for consumption on or off the premises,

**"Rent"** means all monies payable to the Mortgagor pursuant to the Leases,

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged

Short particulars

**"Rent Account"** means the account held by the Mortgagor with the Bank to which all Rent is credited having account number **[none specified]** and any other account(s) designated by the Bank as a **"Rent Account"** in each case as the same may be replaced, substituted, re-designated or renumbered from time to time, and

**"Secured Property"** means the property described in the First Schedule (although none described) and (by way of extension of Section 71 of the Land and Conveyancing Law Reform Act 2009) all rights, liberties, powers, easements, quasi easements and appurtenances (in each case of whatever nature) attached or appurtenant thereto and all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and the full benefit of all warranties and maintenance contracts for any of the same





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

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

COMPANY NO. 2398604  
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED  
16 NOVEMBER 2012 AND CREATED BY COFTON IRISH  
INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO BANK OF  
SCOTLAND 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 29 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 DECEMBER  
2012



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES