



Registration of a Charge

Company name: **YARMOUTH STORES,LIMITED(THE)**

Company number: **00055930**



X85OL997

Received for Electronic Filing: **17/05/2019**

Details of Charge

Date of creation: **01/05/2019**

Charge code: **0005 5930 0012**

Persons entitled: **LENDINVEST SECURITY TRUSTEES LIMITED**

Brief description: **25 SOUTHSIDE STREET, PLYMOUTH, PL1 2LD**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LIGHTFOOTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 55930

Charge code: 0005 5930 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2019 and created by YARMOUTH STORES,LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2019 .

Given at Companies House, Cardiff on 20th May 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House

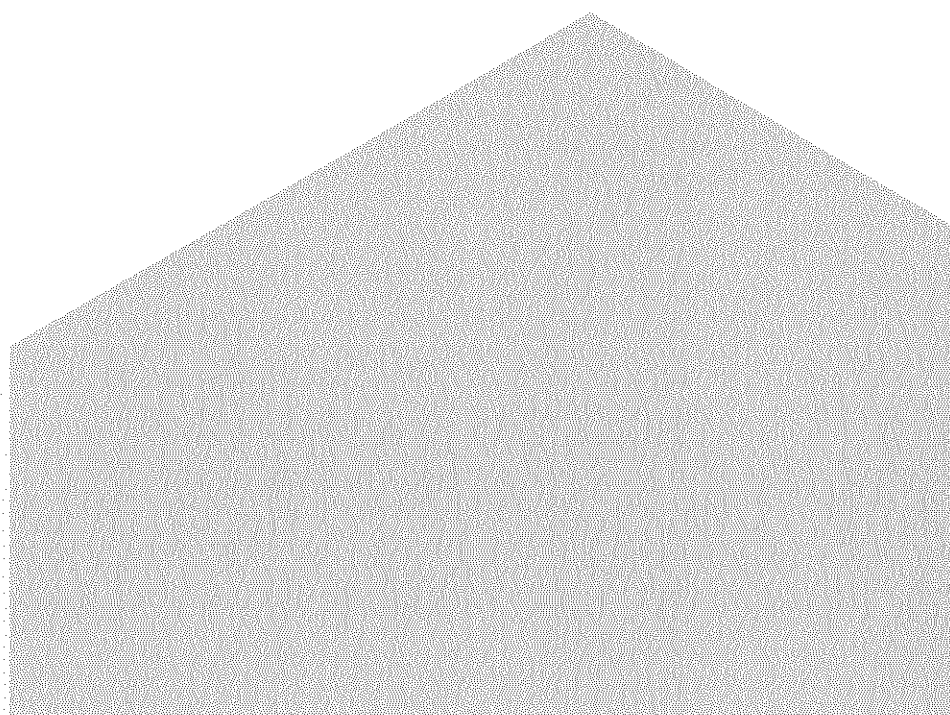


THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



LendInvest Debenture

England & Wales



THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST ALL OR PART OF THE CHARGED PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

By this *Debenture* made on  ~~2019~~ ^{May} 2019 by you:

BOX A (Chargor details)

Yarmouth Stores Limited (The)
of
117 South Quay, Great Yarmouth, Norfolk, NR30 3LD
with registered number 00055930

in favour of us, LendInvest Security Trustees Limited (company number: 08743617) of 8 Mortimer Street, London, England, W1T 3JJ, you charge the *Charged Property* to secure *your* liabilities to the *Secured Parties* on the terms which appear in this *Debenture* (including the *Debenture Conditions*).

BOX B (Details of certain specific Charged Property)

Assigned Contract(s): Not applicable

Designated Account(s): Not applicable

BOX C (Details of the Property to which the Mortgage Debt relates)

Address of Property: 25 Southside Street, Plymouth, PL1 2LD

- (1) This *Debenture* incorporates the Debenture General Conditions (2016) (the **Debenture Conditions**). You acknowledge that you have received a copy of the Debenture Conditions and agree that you will observe and perform them.
- (2) Terms in italics used in this *Debenture* are defined in or, as applicable, interpreted in accordance with, the Debenture Conditions.
- (3) You undertake to pay us, on demand, the amounts outstanding in respect of the *Debt* when they become due.

(4) As continuing security for the payment and discharge of the *Debt* with full title guarantee:

(A) *you* charge to us:

(i) by way of fixed charge:

- (a) all of *your* present and future interest in or over any freehold, leasehold or commonhold property (whether registered or unregistered) not otherwise effectively mortgaged or charged under the Mortgage Deed together with all building and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;
- (b) all licences, consents and authorisations (statutory or otherwise) held or required in connection with *your* business or the use of any Charged Property, and all rights in connection with them;
- (c) all of *your* present and future goodwill;
- (d) all of *your* present and future uncalled capital;
- (e) all of *your* Equipment;
- (f) all of *your* Intellectual Property;
- (g) all of *your* Book Debts;
- (h) all of *your* Investments; and
- (i) all monies from time to time standing to the credit of *your* accounts with any bank, financial institution or other person (including, if applicable, each Designated Account);

(B) *you* assign to us absolutely (subject to such rights being re-assigned to *you* at the end of the *Security Period*):

- (i) all of *your* Insurance Policy Rights;
- (ii) the benefit of each *Assigned Contract* and the benefit of any guarantee or security for the performance of each *Assigned Contract*; and

(C) *you* charge to us, by way of floating charge, all of *your* undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to either paragraphs (A) or (B) above or pursuant to the Mortgage Deed.

This *Debenture* has been executed as a deed and is delivered and takes effect on the date stated at the top of the first page of this *Debenture*.

THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST ALL OR PART OF THE CHARGED PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Where you are a limited company and are signing by a director in the presence of a witness

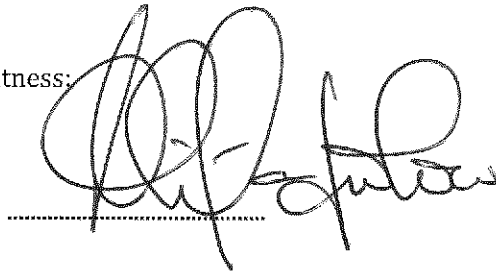
Executed as a deed by *The Yarmouth Stores Limited*
acting by its Director

A.C.W. KNIGHTS
Name of Director


Signature of Director

In the presence of a witness:

Witness signature



Witness name

ALISTAIR J. W. LOW
SOLICITOR
HKB WILTSHIRES
21 HALL QUAY
GREAT YARMOUTH
NR30 1HP

Witness address

Witness occupation