

618068/78
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
company. To do this, please use
form MG01s



A06

A23RBBKW

09/03/2013

#181

COMPANIES HOUSE

SATURDAY

1 Company details

Company number 00387583

Company name in full Willerby Holiday Homes Limited
(the "Company")

9

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 04/03/2013

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 All Assets Debenture (the "Debenture")

4 Amount secured

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

Amount secured All monies (in whatever currency), obligations and
liabilities which are from time to time due, owing
or incurred by the Company to LTSBCF, whether
actually or contingently, solely or jointly and
whether as principal or surety, including discount
charges and interest (as well as before
judgment) commission and other fees and charges at
the rates and on the terms agreed between the
Company and LTSBCF from time to time, together with
all Expenses and all amounts owing in respect of
Indemnified Events plus, in each case, interest at
the rate agreed with the Company, from the date the
same are incurred to the date of payment in full
compounded monthly or otherwise in accordance with
LTSBCF's usual practice (the "Secured
Liabilities")

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 Commercial Finance Limited ("LTSBCF")	
Address	No 1 Brookhill Way	
	Banbury, Oxon	
Postcode	O X 1 6 3 E L	
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>As continuing security for the payment and/or discharge of the Secured Liabilities, the Company with full title guarantee charges to LTSBCF</p> <p>1 By way of legal mortgage, the property (if any) described in Schedule 2 to the Debenture,</p> <p>2 By way of fixed charge any freehold or leasehold property (excluding any property charged by clause 1 above) now and in the future owned by the Company or in which the Company may have an interest,</p> <p>3 By way of fixed charge, all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any of the Company's freehold or leasehold property,</p> <p>4 By way of fixed charge all the Company's plant and machinery and other equipment listed in Schedule 3 to the Debenture and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,</p> <p>5 By way of fixed charge, any other plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Company's business not listed in Schedule 3 to the Debenture and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,</p> <p>6 By way of fixed charge, all Non Vesting Invoices and all cash in respect thereof,</p> <p>(continued)</p>	

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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>7 By way of fixed charge, all Other Invoices required by LTSBCF to be paid into a Nominated Account and all cash in respect thereof,</p> <p>8 By way of fixed charge, any credit balance on any Nominated Account,</p> <p>9 By way of fixed charge, all the Company's goodwill and uncalled capital present and future,</p> <p>10 By way of fixed charge, all the Company's Intellectual Property from time to time not disposed of in the ordinary course of the Company's business,</p> <p>11 By way of fixed charge, all Securities from time to time owned by the Company or in which it has an interest,</p> <p>12 By way of fixed charge, all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any subsidiary of the Company or a member of the Company's group,</p> <p>13 By way of fixed charge, all the Company's rights and claims (including to the return of premiums) under all insurance policies in which the Company has an interest from time to time,</p> <p>14 By way of floating charge, all the Company's property, assets and rights from time to time not subject to a fixed charge under the Debenture (including any property or assets situated in Scotland),</p> <p>15 The floating charge created by Clause 2 1 14 of the Debenture and listed above at Clause 14 is a qualifying floating charge in accordance with paragraph 14 of Schedule B1 Insolvency Act,</p> <p>16 The floating charge created by the Debenture will automatically without notice be converted into a fixed charge over those assets concerned-</p> <p>16 1 if, without LTSBCF's prior written consent, the Company creates or attempts to create any Security Interest (other than a Permitted Security Interest) over all or any of its assets charged by way of floating charge, or</p> <p>16 2 if any person levies or attempts to levy any distress, execution or other process against such assets, or</p> <p>16 3 if any person presents a petition to wind up the Company or applies for an administration order, or</p> <p>16 4 upon the enforcement of the Debenture</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>17 LTSBCF may by notice to the Company at any time convert the floating charge created by Clause 2 1 14 of the Debenture and listed at Clause 14 above into a fixed charge as regards any of the assets specified in the notice</p> <p>NOTE</p> <p>The Company will not, without the prior written consent of LTSBCF</p> <p>(a) create or permit to subsist, in favour of any person other than LTSBCF, any Security Interest on the Charged Assets (being the subject matter of the mortgages and charges created by the Debenture and set out at clauses 1 to 17 above), except for any Permitted Security Interest,</p> <p>(b) sell, transfer, lease, licence or part with possession or grant any interest or agree to sell, transfer, lease, licence or part with possession or grant any interest of any Charged Assets by way of fixed charge,</p> <p>(c) sell, transfer, lease, licence or part with possession or grant any interest in any Charged Assets charged by way of floating charge other than for market value in the ordinary course of business</p> <p>By Clause 6 2 of the Debenture, the Company by way of security irrevocably appoints LTSBCF and any Receiver severally to be its attorneys in its name and on its behalf to</p> <p>(a) do all things which the Company may be required to do under the Debenture,</p> <p>(b) sign, execute and deliver and otherwise perfect any security required to be executed pursuant to clause 6 1 of the Debenture, and</p> <p>(c) sign, execute, deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required to enable LTSBCF or any Receiver to exercise their powers under the Debenture, or to perfect or vest in LTSBCF, its nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any or the exercise of any other power under the Debenture</p>

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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

Definitions

"Contract of Sale" means a contract in any form (including a purchase order) for the sale or hire of goods and/or provision of services to a Customer under which an Invoice arises,

"Customer" means a party under a Contract of Sale obliged to pay the Company an Invoice and, where the context permits, a prospective Customer,

"Equipment" means any plant, machinery and/or other equipment charged to LTSBCF by the Debenture,

"Expenses" means those fees, costs, charges and expenses covenanted to be paid by the Company in clause 14 1 of the Debenture,

"Goods" means any goods the subject of a Contract of Sale;

"Indemnified Events" means those matters and events in respect of which the Company is liable to indemnify or reimburse LTSBCF, including those referred to in clauses 5 4 and 14 of the Debenture,

"Intellectual Property" means all patents (including applications, improvements, prolongations, extensions and right to apply therefor), design rights, trade marks and service marks (whether registered or unregistered) and applications for the same, copyright, trade, brand, domain and business names, knowhow, confidential information, trade secrets, databases and computer software programs and systems and all other intellectual or intangible property (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world,

"Insolvency Act" means the Insolvency Act 1986 and any secondary legislation made under it,

"Invoices" means any present, future or contingent obligation (including any tax or duty) of a Customer to make payment under a Contract of Sale (whether invoiced or not) and, where the context permits, includes part of an Invoice,

"Nominated Account" means any account opened pursuant to clause 4 1 3 of the Debenture,

"Non Vesting Invoices" means all or any Invoices from time to time purported to be assigned to LTSBCF pursuant to the Receivables Finance Agreement which are not assigned absolutely to LTSBCF for any reason (and whether or not held on trust for LTSBCF) together with the Related Rights to such Invoices,

(continued)

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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	<p>"Other Invoices" means all book debts, revenues and claims whether actually or contingently owing to the Company whether or not on account of its trading both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by the Company for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien, but excluding (i) any Invoices assigned to LTSBCF pursuant to the Receivables Finance Agreement, and (ii) Non Vesting Invoices,</p> <p>"Permitted Security Interest" means any Security Interest specified in Schedule 4 of the Debenture and any lien arising by operation of law in the ordinary course of trading over property other than land,</p> <p>"Receivables Finance Agreement" means the agreement for the sale and purchase of Invoices between the Company and LTSBCF, details of which are set out in Schedule 1 to the Debenture as varied, amended, supplemented or replaced from time to time,</p> <p>"Receiver" means any receiver or receiver and manager who is not an administrative receiver (within the meaning of section 29(2) Insolvency Act) appointed under the Debenture,</p> <p>"Related Rights" means (i) all of the Company's rights under a Contract of Sale (including its right to damages) (ii) all (negotiable and non negotiable) instruments, security, bonds, guarantees and indemnities relating to an Invoice (iii) all documents, ledgers, databases and computer files (including operating systems) recording or evidencing performance of a Contract of Sale or Invoices (iv) all Goods returned or repossessed by you or rejected by a Customer and all documents of title to such Goods (v) any credit insurance in respect of an Invoice (vi) any time sheets or proofs of delivery,</p> <p>"Securities" means all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for any of the same) and whether marketable or not, held by the Company now or at any time in the future including all allotments, rights and benefits at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect thereof, and</p> <p>"Security Interest" means any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien, or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement</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 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 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 Walker Morris

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 Ref PMC/EPA/LB 2-1282

Company name Walker Morris

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode L S 1 2 H L

Country

DX DX. 12051 Leeds 24

Telephone 0113 2832500



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. 387583
CHARGE NO. 9**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE
DATED 4 MARCH 2013 AND CREATED BY WILLERBY HOLIDAY
HOMES LTD. FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO LLOYDS TSB
COMMERCIAL FINANCE LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 9 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MARCH 2013

p



Companies House



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