

# M

CHFP025

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

COMPANIES FORM No. 395

138877/t26

## Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

3

00967104

Name of company

\* Cosalt Holiday Homes Limited (the **Chargor**)

Date of creation of the charge

25 October 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Composite debenture and guarantee dated 25 October 2008 between, amongst  
others, the **Chargor** and the **Security Trustee** (the **Debenture**)

Amount secured by the mortgage or charge

All monies, debts and liabilities from time to time due, owing or incurred  
by the **Chargor to the Finance Parties** (other than in their capacity as  
shareholders of the **Chargor** or any holding company of the **Chargor**) of any  
kind and in any currency (whether incurred alone or jointly with another,  
whether actual or contingent, and whether as principal or surety),  
including any monies, debts and liabilities of the **Chargor** to a third party  
which have been assigned or novated to or otherwise vested in a Finance  
Party and the charges, commission, Costs and Interest of the Finance  
Parties (the **Secured Liabilities**).

Names and addresses of the mortgagees or persons entitled to the charge

Endless LLP, 3 Whitehall Quay, Leeds, West Yorkshire as security trustee  
for itself and the other Finance Parties (as such term is defined in the  
**Debenture**) (the **Security Trustee**)

Postcode LS1 4BF

Presenter's name address and  
reference (if any)

Addleshaw Goddard LLP  
Sovereign House  
Sovereign Street  
Leeds  
LS1 1HQ

10-121725-1

Time critical reference  
CURLM/327412-2

For official Use (02/06)  
Mortgage Section

FRIDAY



A29

\*AKQUX4M1\*

07/11/2008

333

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Addendum 4 below

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addleshaw Goddard LLP Date 6 November 2008

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

**A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)**

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,  
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

\*insert full name  
of Company

\* Cosalt Holiday Homes Limited (the Chargor)

## Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

1 As a continuing security for discharge of the Secured Liabilities on demand when due and with full title guarantee, the Chargor charges to the Security Trustee the property set out below in the manner set out below

by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property,

by way of fixed charge, all the freehold and leasehold property now vested in or charged to the Chargor (not otherwise effectively mortgaged in the Security Trustee's favour by clause 3 1 of the Debenture) and all Rights relating to it,

by way of fixed charge all estates or interests in any freehold or leasehold property in the future vested in or charged to the Chargor (not otherwise effectively mortgaged in the Security Trustee's favour by clauses 3 1 and 3 2 of the Debenture) and all Rights relating to it,

by way of fixed charge, the Book Debts,

by way of fixed charge, all subsisting patents and subsisting rights of a similar nature of the Chargor present and future held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents and the right to apply for any applications in any part of the world (in each case for their full period and all extensions and renewals of them),

by way of fixed charge, all domain name registrations of the Chargor present and future and all applications for them and the right to apply for any of them in any part of the world,

by way of fixed charge, all registered trademarks of the Chargor present and future and all applications for them and the right to apply for any of them in any part of the world and all unregistered trademarks of that

Name of company

\*insert full name  
of Company

\* Cosalt Holiday Homes Limited (the Chargor)

Chargor present and future,

by way of fixed charge, all service marks of the Chargor present and future,

by way of fixed charge all registered designs of the Chargor present and future and all applications for them and the right to apply for any of them in any part of the world,

by way of fixed charge, all inventions, utility models, confidential information, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country (including rights in computer software) of the Chargor present and future,

by way of fixed charge all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Chargor from time to time and relating to its business, which is not in the public domain,

by way of fixed charge, the benefit (subject to the burden) of any and all present and future agreements, arrangement and licences in connection with the Intellectual Property,

by way of fixed charge, all the plant and machinery, equipment, fittings, installations and apparatus, furniture, furnishings, tools, motor vehicles and all other chattels and moveable assets (other than fixtures) of the Chargor present and future and not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,

by way of fixed charge, all the goodwill and uncalled capital for the time being of the Chargor,

by way of fixed charge, all stocks, shares and other securities held by the Chargor from time to time in any Subsidiary and all income and rights derived from or attaching to them,

by way of fixed charge all stocks shares interests in limited liability partnerships and other securities of the Chargor present and future and all income and rights derived from or attaching to them,

by way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Chargor or any third party from time to time, and

by way of floating charge all the undertaking and all property assets and rights of the Chargor present and future not subject to a fixed charge under the Debenture

- 2 The Debenture contains a negative pledge under which the Chargor agrees it shall not, amongst other things, create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property other than in favour of the Security Trustee or with the pr or written consent of the Security Trustee
- 3 The Security Trustee may by written notice to the Chargor convert the floating charge into a fixed charge as regards such Charged Property as the Security Trustee may specify (whether generally or specifically) in that notice
- 4 The Debenture contains a further assurance clause under which the Chargor will at its own cost at the Security Trustee's request execute any deed or document and take any action required by the Security Trustee to perfect the security constituted by the Debenture or further secure the payment or discharge of the Secured Liabilities

Name of company

\*insert full name  
of Company

\* Cosalt Holiday Homes Limited (the Chargor)

- 5 The Chargor irrevocably appoints, by way of security the Security Trustee, each person deriving title from the Security Trustee, Administrator or Receiver, as the case may be, jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) to do any act or thing which the Chargor is, or may become, obliged to do pursuant to the Debenture. The Chargor ratifies and confirms anything done or purported to be done by any attorney appointed pursuant to the Debenture.

In the Debenture, the following terms have the corresponding meanings

**Administrator** means any person appointed or to be appointed by the Security Trustee as administrator pursuant to Schedule B1 to the Insolvency Act 1986

**Book Debts** means

- (a) all book and other debts in existence from time to time, both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor, and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, any related agreements, documents, rights and remedies (including, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation or proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets whatsoever in respect of the same)

**Intellectual Property** means together the property described in clauses 3.5 to 3.12 (inclusive) of the Debenture

**Receiver** means any person appointed or to be appointed by the Security Trustee as receiver or receiver and manager or (where applicable) an Administrative Receiver pursuant to the Debenture

**Rights** means all the Chargor's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them)

**Scheduled Property** means the property details of which are set out at Schedule 3 to the Debenture

**Security Interest** means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including any 'hold-back' or 'flawed asset' arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback, arrangement, trust, agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security

**Subsidiary** means a subsidiary within the meaning of section 736 of the Companies Act 1985



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 967104  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE AND  
GUARANTEE DATED 25 OCTOBER 2008 AND CREATED BY  
COSALT HOLIDAY HOMES LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 7 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 NOVEMBER  
2008

*plc*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES