

117367/26

In accordance with
Section 860 of the
Companies Act 2006

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

THURSDAY



A2B4BHTC

A11

25/02/2010

283

COMPANIES HOUSE

1 Company details

Company number 0 3 1 5 0 7 2 6

Company name in full Norfolk Dinosaur Park Limited

For official use

6 → 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 3 0 2 2 0 1 0

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 Debenture

4 Amount secured

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

Amount secured

1 All money and liabilities whether actual or contingent (including further advances made hereafter by the Chargee) which now are or at any time hereafter may be due, owing or incurred by the Company to the Chargee anywhere or for which the Company may be or become liable to the Chargee in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person and have subsequently become due, owing or incurred to the Chargee as a result of a transfer, assignment or other transaction or by operation of law),

Cont

Continuation page

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

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Amount secured

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

Amount secured

2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Chargee and the Company or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Chargee's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Chargee (as conclusively determined by the Chargee) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Chargee may select) for such consecutive periods (including overnight deposits) as the Chargee may in its absolute discretion from time to time select,

3 commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Chargee in relation to the Debenture or the Charged Property (including any acts necessary to release the Charged Property from this security), or in enforcing the security hereby created on a full and unqualified indemnity basis, and

4 any fees charged by the Chargee for the time spent by the Chargee's officials, employees or agents in dealing with any matter relating to this Debenture. Such fees shall be payable at such rate as may be specified by the Chargee

together the "Secured Obligations"

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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

Name	Lloyds TSB Bank plc
Address	Leeds Securities Centre, Dept 7772, 4th Floor, 6/7, Park Row, Leeds
Postcode	L S 1 5 L B
Name	
Address	
Postcode	

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Company with full title guarantee hereby charges with the payment of the Secured Obligations and so that the charges hereby created shall be a continuing security

First The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land of whatever description both present and future

Secondly All the right, title and interest of the Company in all fixed plant and machinery on any freehold or leasehold property forming part of the Charged Property from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

Thirdly All book debts (including without limitation any book debts which are Non-Vesting Debts) both present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) the Related Rights, negotiable or non-negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights

Fourthly All other debts (including without limitation any other debts which are Non-Vesting Debts), claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing)

(a) deposits and credit balances held by the Company with the Chargee or any third party from time to time both present and future (including choses in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof),

Cont

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 376 1015 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 434 1461 542">(b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof),</p> <p data-bbox="331 573 1461 680">(c) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),</p> <p data-bbox="331 712 1445 792">(d) without prejudice to paragraph (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance),</p> <p data-bbox="331 824 1461 904">(e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and</p> <p data-bbox="331 936 1445 985">(f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are Thirdly described in this sub-clause</p> <p data-bbox="331 1016 1445 1146">Fifthly Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods the full benefit of and all rights under the Credit Agreements, including all money payable under or in respect of the Credit Agreements,</p> <p data-bbox="331 1178 1445 1227">(a) the full benefit of and all rights under the Hiring Agreements, including all money payable under or in respect of the Hiring Agreements,</p> <p data-bbox="331 1258 1445 1339">(b) the full benefit of and all rights relating to the Instalment Credit Agreements including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the instalment Credit Agreements and by such securities and guarantees,</p> <p data-bbox="331 1370 1445 1473">(c) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company, and</p> <p data-bbox="331 1505 1461 1585">(d) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto</p> <p data-bbox="331 1617 395 1639">Sixthly</p> <p data-bbox="331 1671 635 1693">The 'Charged Securities', being</p> <p data-bbox="331 1702 1445 1805">(a) All those stocks, shares bonds, certificates of deposit, bills of exchange, depository receipts, loan capital, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement) and other securities of any kind (whether in certificated or uncertificated form and whether marketable or otherwise) which (or the certificates of which) are now or may at any time in the future be</p> <p data-bbox="331 1836 1445 1886">(i) lodged with or held (in certificated or uncertificated form) by the Bank or its agents on behalf or for the account of the Company, or</p> <p data-bbox="331 1917 1366 1966">(ii) transferred to or registered in the name of the Bank or its nominee(s) on behalf or for the account of the Company, or</p> <p data-bbox="331 1998 379 2020">Cont</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>(iii) held (whether in certificated or uncertificated form) by any person other than the Company for or to the order of the Bank or its nominee(s) at the request of or by arrangement with the Company, or</p> <p>(iv) held in uncertificated form by a member of CREST or any other similar system (including the Company itself if a member of CREST or other similar system) where the Bank or its nominee(s) may to the exclusion of the member of the system direct the transfer of such Securities,</p> <p>(whether lodged, held, transferred or registered for safe custody, collection, security or for any specific purpose or generally and either before or after the date hereof), and</p> <p>(b) the benefit of all agreements, arrangements, undertakings or accounts under which any person holds on behalf of or on trust for the Company or has an obligation to deliver or transfer, any such Securities to the Company or to the order of the Company, and</p> <p>(c) all those Securities held by the Company in any subsidiary undertaking as defined in Section 1162 (together with Schedule 7) of the Companies Act 2006,</p> <p>Together with</p> <p>(a) all rights in respect of or incidental to the Charged Securities, and</p> <p>(b) the Charged Securities and all stocks, shares, securities, rights, money or property or other assets accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Charged Securities including without limitation all dividends, interest and other income payable in connection therewith</p> <p>Seventhly</p> <p>(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programs, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Company is legally, beneficially or otherwise interested, and</p> <p>(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company</p> <p>Eighthly The goodwill and the uncalled capital of the Company both present and future</p> <p>Ninthly All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) now or at any time hereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company</p> <p>Tenthly All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments</p> <p>Eleventhly The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly, and Tenthly described (if and in so far as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges)</p>

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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 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

A. U.

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	Robert Colman ref 98429-16-8
Company name	Howes Percival LLP
Address	The Guildyard
51 Colegate	
Post town	Norwich
County/Region	Norfolk
Postcode	N R 3 1 D D
Country	United Kingdom
DX	DX5280 Norwich
Telephone	01603 762103



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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. 3150726
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23
FEBRUARY 2010 AND CREATED BY NORFOLK DINOSAUR
PARK LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK
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 25
FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 FEBRUARY
2010

Dx. Seb.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES