



Registration of a Charge

Company name: **LIGHTWATER VALLEY ATTRACTIONS LIMITED**

Company number: **04091902**



X31KO2EG

Received for Electronic Filing: **12/02/2014**

Details of Charge

Date of creation: **12/02/2014**

Charge code: **0409 1902 0012**

Persons entitled: **HSBC ASSET FINANCE (UK) LIMITED
HSBC EQUIPMENT FINANCE (UK) LIMITED**

Brief description: **LEASEHOLD LAND & BUILDINGS KNOWN AS LIGHTWATER VALLEY
COUNTRY PARK, NORTH STAINLEY, RIPON, NORTH YORKSHIRE (TITLE
NO. NYK212664)**

Contains fixed charge(s).

Contains floating charge(s) .

Notification of addition to or amendment of charge.

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: **ANTHONY LEE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4091902

Charge code: 0409 1902 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2014 and created by LIGHTWATER VALLEY ATTRACTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2014 .

Given at Companies House, Cardiff on 12th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS LEGAL MORTGAGE

dated the

12TH

day of

FEBRUARY

20 14

BETWEEN

Mortgagor: Lightwater Valley Attractions Limited registered in England number 4091902 ("you"), whose registered office is situated at Suite 37 The Colonnades Albert Dock, Liverpool L3 4AA

and HSBC Equipment Finance (UK) Limited registered in England number 1503727 and HSBC Asset Finance (UK) Limited registered in England number 229341 ("HSBC"), whose registered offices are situated at 8 Canada Square, London E14 5HQ

to secure the Debt of Borrower: Lightwater Valley Attractions Limited registered in England number 4091902 ("Borrower", which shall additionally have the meaning set out in paragraph 2 of the Conditions), whose registered office is situated at Suite 37 The Colonnades Albert Dock, Liverpool L3 4AA

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called the HSBC Equipment Finance (UK) Limited and HSBC Asset Finance (UK) Limited Mortgage Deed Conditions (2006 edition) ("the Conditions") which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions.

The Main Subject Matter of this Mortgage

1. The Property and the other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to HSBC as continuing security for the payment and discharge of the Debt (and each and every part of it):

- the Property; Leasehold Land & Buildings known as at Lightwater Valley Country Park, North Stainley, Ripon, North Yorkshire registered at H M Land Registry with title number: NYK212864
 - the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
 - any shares or membership rights mentioned in paragraph 3 of the Conditions;
 - any goodwill of any business from time to time carried on at the Property;
 - any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
 - any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.
- HSBC agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and HSBC is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Borrower.

2. The Debt which is secured on the Property and other assets

The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Borrower to HSBC ("the Debt").

This includes, but is not limited to:

- overdrafts, personal and other loans or facilities and further advances of money;
- guarantees and indemnities to HSBC and any of the Borrower's other contingent liabilities;
- interest on the total amount mentioned below in accordance with any agreement between the Borrower and HSBC and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above HSBC Bank plc's base rate from time to time computed and compounded monthly and/or according to HSBC's then current practice. Interest as above applies before and after any demand or judgement;
- discount, commission and other lawful charges and expenses;
- money agreed to be paid by you under paragraph 24 of the Conditions.

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Borrower and HSBC.

3. Restriction

You, and if there is more than one of you, each of you, apply to the HM Chief Land Registrar to enter the following restriction against the title mentioned above:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 12/02/2014 in favour of 'HSBC' referred to in the Charges Register."

IMPORTANT - PLEASE READ THE NOTES OVERLEAF BEFORE SIGNING THIS MORTGAGE

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above.

EXECUTED AS A DEED by Lightwater Valley Attractions Limited acting by a director and the secretary or by two directors

Director

Director/Secretary

(For use by a Company with:

- two or more Directors with no Company Secretary or
- one Director and a Company Secretary)

For and on behalf of HSBC Asset Finance (UK) Limited and HSBC Equipment Finance (UK) Limited

HSBC Equipment Finance (UK) Limited and HSBC Asset Finance (UK) Limited

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Equipment Finance (UK) Limited and HSBC Asset Finance (UK) Limited ("HSBC") Mortgage Deed Conditions (2006 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC official.

- HSBC will hold this Mortgage as security for the debts due under the Guarantee to HSBC and/or the other liabilities to HSBC as set out in clause 2 of this Mortgage. What this means is that only the debts due under the Guarantee referred to in clause 2, together with the other liabilities mentioned in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

This Mortgage is an important legal document. HSBC strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.