

MG01

Particulars of a mortgage or charge

Cripps  
Harries  
Hall.

**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**  
You cannot use this for  
particulars of a charge  
company. To do this, p  
form MG01s

SATURDAY



A03 05/01/2013 #180  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 5 0 5 8 6 8 0	<b>→ Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	ABC Holiday Plus Limited	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d2 d8 m1 m2 y2 y0 y1 y2	
<b>3</b>	<b>Description</b>	
	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 dated 28 December 2012 made between ABC Holiday Plus Limited (the <b>Company</b> ) and Clydesdale Bank Public Limited Company (trading as both Clydesdale Bank and Yorkshire Bank) (the <b>Bank</b> )	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	By clause 1 of the Debenture the Company undertakes with the Bank to pay and discharge all present and future obligations and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or other (or the equivalent in any other relevant jurisdiction) of the Company to the Bank and in whatever manner and on any account (the <b>Secured Liabilities</b> ).	<b>Continuation page</b> 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 Clydesdale Bank Public Limited Company

Address 30 St Vincent Place

Glasgow

Postcode G 1 2 H 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

The Company with full title guarantee charges to the Bank as security for the due and punctual payment and performance of the Secured Liabilities:

(A) By clause 2.1.2 by way of fixed charge

1) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture together with all buildings and fixtures (including trade and tenants fixtures) which are at any time on or attached to the property;

2) all present and future interests of the Company in the proceeds of sale of any land and all present and future licences of the Company to enter upon or use land,

3) all rents receivable from any lease granted of any freehold or leasehold property by the Company,

4) all the plant, machinery and other equipment legally and beneficially owned by the Company at the date of the Debenture and in the future,

5) all stocks, shares and other securities owned by the Company (at law or in equity) at the date of the Debenture and in the future and all rights, money or property of a capital nature at any time accruing or offered in relation to them or derived from them,

6) all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged under 5) above whether by way of dividend, distribution, interest or otherwise,

7) all rights and interest in and claims under all insurance or assurance contracts or policies at the date of the Debenture or in the future held by or for the benefit of the Company (including all money payable under them),

8) all patents, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights and any other intellectual property rights in each case at the date of the Debenture or in the future held by the

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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>Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights</p> <p>9) all the Company's rights at the date of the Debenture and in the future in relation to trade secrets, confidential information and know how,</p> <p>10) all present and future book debts of the Company and other monies due, owing, payable or incurred to the Company at the date of the Debenture and in the future,</p> <p>11) all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any <b>Fixed Charge Assets</b> (defined as any of the Charged Assets which are comprised within a mortgage or fixed charge created by clauses 2.1.1 or para 1) to 10) above or any security created pursuant to clause 2 9 of the Debenture),</p> <p>12) all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and</p> <p>13) the benefit of any interest rate or currency hedging instruments or other derivatives at the date of the Debenture or in the future entered into by the Company.</p> <p>(B) By clause 2.1.3 by way of floating charge the whole of the property, assets and rights (including uncalled capital) which are or may from time to time while the Debenture is in force be comprised in the property and undertaking of the Company (defined as the <b>Charged Assets</b>) not effectively and enforceably otherwise mortgaged or charged by clause 2 of the Debenture (including, without limitation, any heritable or leasehold property of the Company in Scotland and any Charged Assets in Scotland falling within any of the types mentioned in clause 2.1.2 of the Debenture.)</p> <p>By clause 2.3 of the Debenture the Bank may at any time, by notice to the Company, immediately convert the floating charge created under clause 2 1.3 into a fixed charge over any Charged Assets specified in that notice and the floating charge will, without notice from the Bank, automatically be converted with immediate effect into a fixed charge</p> <p>1) in respect of any Charged Assets which become subject to any step by any third party to take a fixed charge;</p> <p>2) in respect of any Charged Assets which become subject to any step by any third party to levy and distress, attachment, execution or other legal process against them,</p> <p>3) in respect of all Charged Assets charged under clause 2.1.3 if and when the Company ceases to carry on business or to be a going concern; and</p> <p>4) in respect of all the Charged Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.</p> <p>By clause 2.9 the Company shall</p> <p>1) get in and realise all sums of money whether present or future,</p>	

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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="320 331 1038 369">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 434 1500 562">receivable by the Company which consist of or are derived from any Fixed Charge Assets (the <b>Receivables</b>) in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with 2 below) upon trust for the Bank,</p> <p data-bbox="320 562 1500 629">2) pay into its account with the Bank (or as the Bank may direct) all money which it receives in respect of any Receivables, and</p> <p data-bbox="320 629 1500 696">3) if called upon to do so by the Bank execute a legal assignment of all or any of the Receivables to the Bank.</p> <p data-bbox="320 719 1500 752">By clause 4 the Company undertakes to the Bank that it will not</p> <p data-bbox="320 752 1500 1070">1) create or allow to subsist any <b>Encumbrance</b> (defined as any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security), except for a <b>Permitted Encumbrance</b> (defined as a fixed security in favour of the Bank, any Encumbrance arising by operation of law and in the ordinary and usual course of trading of the Company and any Encumbrance consented to in writing by the Bank). In the event that the Company creates any Encumbrance in breach of this prohibition, the Debenture will rank in priority to that Encumbrance;</p> <p data-bbox="320 1070 1500 1137">2) dispose of all or any of the Charged Assets or its interest in them otherwise than in the ordinary course of business</p> <p data-bbox="320 1167 1500 1234">By clause 6 1 the Company shall not without the prior written consent of the Bank:</p> <p data-bbox="320 1234 1500 1361">1) deal with book or other debts or securities forming part of the Charged Assets otherwise than in the ordinary course of getting in and realising the same, which shall not include or extend to selling or assigning or in any other way factoring or discounting any of them,</p> <p data-bbox="320 1361 1500 1585">2) pull down or remove the whole or any part of any buildings forming part of the Charged Assets or sever or unfix or remove any of the fixtures attaching to them nor (except for the purposes of executing necessary repairs or of replacing any of them with new or improved models or substitutes) remove any of the plant and machinery belonging to or used by the Company and the Company shall whenever any of that plant and machinery is destroyed or damaged or deteriorates, immediately reinstates the same;</p> <p data-bbox="320 1585 1500 1682">3) grant or agree to grant any tenancy or licence affecting all or any of the Charged Assets or grant or agree to grant a lease of or accept a surrender of a lease or tenancy of, all or any part of them,</p> <p data-bbox="320 1682 1500 1715">4) become cautioner, guarantor or surety for any person, firm or company;</p> <p data-bbox="320 1715 1500 1843">5) undertake any obligation to any third party which results in the Company's rights to recover or take payment of any monies due or which may become due to the Company from any one of its debtors being postponed or subordinated to the claims of such third party; or</p> <p data-bbox="320 1843 1500 1939">6) cause or permit to be done anything which may in any way jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets.</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

### 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

Cripps Haines Hall LLP

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### 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 Erin Gilman (CL4035 30)

Company name Cripps Harries Hall LLP

Address Wallside House

12 Mount Ephraim Road

Post town TUNBRIDGE WELLS

County/Region Kent

Postcode T N 1 1 E G

Country

DX 3954 TUNBRIDGE WELLS

Telephone 01892 506 142



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 5058680  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 28  
DECEMBER 2012 AND CREATED BY ABC HOLIDAY PLUS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO CLYDESDALE BANK PUBLIC  
LIMITED COMPANY ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 5 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2013



Companies House

DX



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES