

MG01

Particulars of a mortgage or charge

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LASERFORM

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**
You cannot use
particulars of a
company To d
form MG01s

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14/09/2011

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COMPANIES HOUSE

For official use

1, please
at
e gov uk

1 Company details

Company number 0 2 5 4 3 5 5 5

Company name in full Clytha Holdings Limited

→ **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 0 2 0 9 2 0 1 1

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

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 Lloyds TSB Commercial
Finance Limited, whether actually or contingently,
solely or jointly and whether as principal or
surety, including discount charges and interest (as
well after as before judgement) commission and
other fees and charges at the rates and on the
terms agreed between the Company and Lloyds TSB
Commercial Finance Limited from time to time,
together with all "Expenses" (as defined below) and
all amounts owing in respect of "Indemnified
Events" (as defined below) 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 Lloyds TSB (See Continuation Sheet)

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

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>Commercial Finance Limited's usual practice (the "Secured Liabilities")</p> <p>"Expenses" means:</p> <p>1 all professionals' fees (including VAT) and any other costs, charges or expenses (on a full indemnity basis) incurred by Lloyds TSB Commercial Finance Limited and any person appointed under the Insolvency Act 1986 to manage the Company's business or assets ("Administrator") or any receiver or receiver and manager who is not an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986 and any secondary legislation made under it appointed under the Debenture ("Receiver") ; or</p> <p>2 any charge levied by Lloyds TSB Commercial Finance Limited to compensate it for additional administrative time not reasonably anticipated to be incurred by it on the date of the Debenture at a rate commensurate with the complexity of the matter;</p> <p>in either case, in connection with the actual or attempted perfection, preservation, defence or enforcement of the Debenture or the preservation or disposal of any subject matter of the mortgages and charges created by the Debenture or the exercise of any power under the Debenture or any amendment, waiver, consent or release of the Debenture</p> <p>"Indemnified Events" means those matters and events in respect of which the Company is liable to indemnify Lloyds TSB Commercial Finance Limited, including:</p> <p>1 if the Company fails to comply with any of its obligations under the Debenture (including failing to insure or repair any freehold or leasehold property owned or occupied by the Company ("Property") or "Equipment" (as defined in Box 6) the Company irrevocably authorises Lloyds TSB Commercial Finance Limited (and any agent appointed by it) to make good such failure on its behalf. For this purpose the Company has authorised Lloyds TSB Commercial Finance and any agent appointed by it) to enter its Property Lloyds TSB Commercial Finance Limited will not become liable as mortgagee in possession as a result of any action taken by it under this provision All costs and expenses incurred by Lloyds TSB Commercial Finance Limited pursuant to this authority shall be reimbursed by the Company to Lloyds TSB Commercial Finance Limited on its demand;</p> <p>2 the "Expenses", and</p> <p>3 the Company will on demand indemnify LTSBCF, any Administrator and any Receiver any of its and their officers and employees and any attorney, agent or other person appointed by Lloyds TSB Commercial Finance Limited under the Debenture (each an "Indemnified Party") in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them at any time relating to or arising directly or indirectly out of</p> <p>3.1 anything done or omitted to be done in the exercise or purported exercise of the powers contained in the Debenture, or</p>

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Amount secured

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

Amount secured

3.2 a claim of any kind (including one relating to the environment) made or asserted against any Indemnified Party which would not have arisen if the Debenture had not been executed, and

3.3 any breach by the Company of any of its obligations under the Debenture, unless, in the case of paragraphs 3.1 and 3.2 above it was caused by the negligence or wilful misconduct of the Indemnified Party.

MG01**Particulars of a mortgage or charge****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

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

Name

Lloyds TSB Commercial Finance Limited

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

As continuing security for the payment and/or discharge of the Secured Liabilities, the Company with full title guarantee charges to Lloyds TSB Commercial Finance Limited:

1 by way of fixed charge any freehold or leasehold property now and in the future owned by the Company or in which the Company may have an interest

2 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,

3 by way of fixed charge all the Company's plant and machinery and other equipment to be funded against by Lloyds TSB Commercial Finance Limited and all spare parts, replacements, modifications and additions for or to any plant, machinery and/or other equipment charged to Lloyds TSB Commercial Finance Limited by the Debenture ("**Equipment**") and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,

4. 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 paragraph 3 above 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;

5. by way of fixed charge all "**Non Vesting Invoices**" (as defined below) and all cash in respect thereof;

6 by way of fixed charge, all "**Other Invoices**" (as defined below) required by Lloyds TSB Commercial Finance Limited to be paid into a "**Nominated Account**" (as defined below) and all cash in respect thereof, See Continuation Sheet

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>7. by way of fixed charge, any credit balance on any Nominated Account,</p> <p>8. by way of fixed charge, all the Company's goodwill and uncalled capital present and future;</p> <p>9 by way of fixed charge, all the Company's "Intellectual Property" (as defined below) from time to time not disposed of in the ordinary course of the Company's business;</p> <p>10 by way of fixed charge, all "Securities" (as defined below) from time to time owned by the Company or in which it has an interest;</p> <p>11 by way of fixed charge, all loan capital, indebtedness or liabilities on or account or in any manner owing to the Company from any "Subsidiary" (as defined below) of the Company or a member of the Company's "Group" (as defined below);</p> <p>12 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; and</p> <p>13 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>Definitions</p> <p>"Contract for 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" (as defined below) under which an "Invoice" (as defined below) arises</p> <p>"Customer" means a party under a Contract of Sale obliged to pay the Company an Invoice and, where the context permits, a prospective Customer</p> <p>"Goods" means any goods the subject of a Contract of Sale</p> <p>"Group" has the same meaning as the same term in the Companies Acts 1985 and 2006</p> <p>"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 the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world.</p> <p>"Invoices" means any present, future or contingent obligation (including any tax or duty) of a Customer to make payment under a Contract for Sale</p>

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(whether invoiced or not) and, where the context permits, includes parts of an Invoice

"Nominated Account" means any account opened by the Company at the request of Lloyds TSB Commercial Finance Limited (including separate designated accounts, blocked accounts or trust accounts) in the name of the Company, with such mandates as Lloyds TSB Commercial Finance Limited may specify

"Non Vesting Invoices" means all or any Invoices from time to time purported to be assigned to Lloyds TSB Commercial Finance Limited pursuant to any agreement for the sale and purchase of Invoices entered into by any of the Company's subsidiaries with Lloyds TSB Commercial Finance Limited as varied, amended, supplemented or replaced from time to time (the **"Receivables Finance Agreement"**) which are not assigned absolutely to Lloyds TSB Commercial Finance Limited for any reason (and whether or not held on trust for Lloyds TSB Commercial Finance Limited) together with the **"Related Rights"** (as defined below) to such Invoices).

"Other Invoices" 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
(1) any Invoices assigned to Lloyds TSB Commercial Finance Limited pursuant to the Receivables Finance Agreement, and
(11) Non Vesting Invoices.

"Related Rights" means

1. any of the Company's rights under a Contract for Sale (including its rights to damages);

2 all (negotiable and non - negotiable) instruments, security, bonds, guarantees, and indemnities relating to an Invoice,

3. all documents, ledgers, databases and computer files (including operating systems) recording or evidencing performance of a Contract for Sale or Invoices;

4. all Goods returned to or repossessed by the Company or rejected by a Customer and all documents of title relating to such Goods,

5 any credit insurance in respect of an Invoice, and

6 any time sheets or proofs of delivery

"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

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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>dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect thereof"</p> <p>"Subsidiary" has the same meaning as the same term in the Companies Acts 1985 and 2006.</p> <p><u>Restrictions</u></p> <p>The Company has agreed with Lloyds TSB Commercial Finance Limited that it will not, without Lloyds TSB Commercial Finance Limited's prior written consent</p> <ol style="list-style-type: none"> 1. create or permit to subsist, in favour of any person other than Lloyds TSB Commercial Finance Limited, 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 on the subject matter of the mortgages and charges created by the Debenture, except for any "Permitted Security Interest" (as defined below), 2 sell, transfer, lease, licence or part with possession or grant any interest in (together "Dispose") of any of the subject matter of the mortgages and charges created by the Debenture or to agree to Dispose of any of the subject matter of the mortgages and charges created by the Debenture by way of fixed charge, or 3 Dispose of any of the subject matter of the mortgages and charges created by the Debenture charged by way of floating charge other than for market value in the ordinary course of business. <p>"Permitted Security Interest" means</p> <ol style="list-style-type: none"> 1 Rent Deposit Deed dated 14 January 2002 in favour of the Trustees of the Clytha Holdings Dearne Valley Property Syndicate; 2 Debenture dated 15 December 2005 in favour of HSBC Bank Plc; 3 Chattels mortgage dated 15 December 2005 in favour of HSBC Asset Finance (UK) Limited, 4 Debenture dated 15 December 2005 in favour of HSBC Asset Finance (UK) Limited and HSBC Equipment Finance (UK) Limited 6 Debenture dated 18 December 2009 in favour of South Yorkshire Investment Development Fund Limited Partnership acting by its general partner YVF GP (Development) Limited; and 7. any lien arising by operation of law in the ordinary course of trading over property other than land. 	

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission, allowance or discount	N/A	
8	Delivery of instrument	
	<p>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).</p> <p>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).</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Nabarro LLP</i> (Nabarro LLP on behalf of X Lloyds TSB Commercial Finance Limited)</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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

Company name

NABARRO LLP

Ref. BC/DBG/HPC/L2306.00002)

Address

Post town

County/Region

Postcode

Country

DX DX712550 Sheffield 20

Telephone 01142794000



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. 2543555
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE
DATED 2 SEPTEMBER 2011 AND CREATED BY CLYTHA
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO LLOYDS TSB
COMMERCIAL FINANCE LIMITED 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 14 SEPTEMBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 SEPTEMBER
2011**



Companies House
— for the record —



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