

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 is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

SATURDAY



AOJXRW9A

A19

30/07/2011

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COMPANIES HOUSE

1

Company details

Company number

0 7 4 1 7 2 9 0

Company name in full

R V AVONPARK LIMITED (the "Company")

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 9 0 7 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

Debenture (the "Debenture") by the Company in favour of The Governor and Company of the Bank of Ireland ("the Bank" which expression where the context so admits shall include the person for the time being deriving title under it and its assigns) as security trustee for each of The Governor and Company of the Bank of Ireland and Bank of Ireland (UK) PLC to the extent that any monies or obligations are owed to them (together the "Secured Parties") and each a "Secured Party" which expressions where the context so admits shall include the person for the time being deriving title under it and its assigns)

4

Amount secured

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

Amount secured

Pursuant to the Mortgage the Company covenants on demand to pay to the Bank as trustee for the Secured Parties all monies and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to each of the Secured Parties by the Company in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including, without limitation, all liabilities in connection with foreign exchange rate transactions, treasury transactions, (including, without limitation, interest rate and currency hedging) and other derivatives transactions, accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by or at the request of the Company, and all amounts which may become payable or for which the Company may become liable under the Debenture and together with interest to date of payment as provided in the Debenture, commission, fees and other charges CONTINUED

Continuation page

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 The Governor and Company of the Bank of Ireland as security trustee

Address Bow Bells House, 1 Bread Street, London

Postcode E C 4 M 9 B E

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

Pursuant to the Debenture the company charges and mortgages with full title guarantee as a continuing security with the payment to the Bank as trustee for the Secured Parties of all moneys agreed to be paid under the Debenture (including any expenses and charges arising out of or in connection with the acts or matters referred to in clause 12 of the Debenture) and with the discharge of all obligations and liabilities mentioned in the Debenture

Firstly, all the freehold or leasehold property described in the First Schedule to the debenture and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon

Secondly, all future freehold and leasehold property of the Company and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon

Thirdly, all present and future goodwill and connection of all businesses carried on by or on behalf of the Company, any patents, trade marks, copyrights, registered designs and similar assets or rights for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto any any uncalled capital for the time being of the Company

Fourthly, all book debts and other debts and all moneys whatsoever for the time being due, owing or payable to the Company (including the benefit of any judgment or order to pay a sum of money) and the benefit of any mortgages, charges, pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising, for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company

Fifthly, all shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company with any person and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages

Sixthly, all the right title and interest of the Company to and in any proceeds of any present or future insurances

Seventhly, the undertaking and all other property, assets and rights of the Company whatsoever and wheresoever both present and future

CONTINUED

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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

None

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

Colin Belfer

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 **Ian Ilersic**

Company name **Cobbetts LLP**

Address **One Colmore Square**

Post town **Birmingham**

County/Region **West Midlands**

Postcode **B 4 6 A J**

Country **B4 6AJ**

DX **DX 716703 Birmingham 43**

Telephone **0845 404 2404**



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

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Amount secured

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

Amount secured

and all legal and other costs, charges and expenses incurred by either Secured Party or any receiver in relation to the Company or all or any part of the property, assets and rights for the time being comprised in or subject to the charges contained in the Debenture ("the Charged Property") on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by either Secured Party arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under the Debenture or an document, arrangement or agreement between the Company and either Secured Party or any disclaimer of any of its contracts, agreements or arrangements or any of its liabilities or obligations to either Secured Party, and also interest on the foregoing to the date of payment

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The charge created by the Debenture shall as regards the property firstly, secondly, hirdly, fourthly, fifthly and sixthly described be a first fixed charge (and as regards all those parts of the property firstly and secondly described now or hereafter vested in the Company shall constitute a charge by the way of legal mortgage thereon) and as to the property seventhly described and to the extent any property, assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of first fixed charge shall be a floating charge but so that the Company shall not without the consent in writing of the Bank create any mortgage, debenture, charge, pledge or any security interest whatsoever upon and so that no lien or right of set off shall in any case or in any manner arise on or affect any part of the property described above ranking either in priority to or pari passu with the charge created by the Debenture or which will rank after the charge contained in the debenture save in each case for any of the same created or arising in favour of a Secured Party

Except with the prior written consent of the Bank the Company will not transfer, sell, lease or otherwise dispose of any interest in the Charged Property or any part thereof nor attempt nor agree so to do nor part with possession of nor grant any licence or right to occupy any of the freehold or leasehold property for the time being owned by the Company but so that the Company may dispose of property and assets which are for the time being subject to the floating charge contained in the Debenture by way of sale or bargain at arm's length in the usual course of the Company's day to day trading

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7417290
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 JULY 2011
AND CREATED BY RV AVONPARK LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE GOVERNOR AND COMPANY OF THE BANK OF
IRELAND AS SECURITY TRUSTEE AS TRUSTEE FOR THE
SECURED PARTIES 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 30 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES