

MR01

Particulars of a charge

701159/13

Oyez

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge
delivered outside of the 21 days it will be rejected unless it is accompa-
nyed by a court order extending the time for delivery

☐ You must enclose a certified copy of the instrument with this form This
scanned and placed on the public record

SATURDAY



A04

A2D0DHXL

20/07/2013

#170

COMPANIES HOUSE

1 Company details

Company number 01539777

Company name in full Airport Parking and Hotels Limited

0002

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/07/2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Sarah Louise Caunter

Name Nicola Suzanne Izard

Name Charlotte Pickard

Name Chantelle Voller

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

1 By way of legal mortgage, all freehold and leasehold property now vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property,
2 By way of fixed charge, all estates or interests in any freehold and leasehold property of the Company (not being Property charged by clause 2 2 1) now and in the future vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property,
3 By way of fixed charge, all the goodwill and uncalled capital for the time being of the Company,
4 By way of fixed charge, all book debts and other debts now and in the future due or owing to the Company,
5 By way of fixed charge, all intellectual property rights, choses in action and claims now and in the future belonging to the Company,
6 By way of floating charge all the Company's present and future undertakings and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under this Debenture

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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8

Trustee statement

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Stevens & Co
Solicitors for the debentureholders

X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

stevensdrake

Address

117-119 High Street

Crawley

West Sussex

Post town

County/Region

Postcode

R H 1 0 1 D D

Country

DX

DX 57104 Crawley

Telephone

01293 596900



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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




FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1539777

Charge code: 0153 9777 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2013 and created by AIRPORT PARKING AND HOTELS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2013

 Given at Companies House, Cardiff on 23rd July 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 1st July 2013

I, Christopher Paul
HEREBY CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL
SIGNED [Signature] SOLICITOR
DATE 19.7.2013

stevensdrake
Solicitors
117/119 High Street
Crawley

(1) SARAH LOUISE CAUNTER, NICOLA SUZANNE IZARD,
CHARLOTTE PICKARD and CHANTELLE VOLLER

and

(2) AIRPORT PARKING AND HOTELS LIMITED

DEBENTURE

STEVENS DRAKE
Solicitors
117-119 High Street
Crawley
West Sussex RH10 1DD
Tel 01293 596995 Fax 01293 596971
Ref CJP/CRA 73-9

DEBENTURE

Date 1st July 2013

Parties

- 1 "The Creditor" SARAH LOUISE CAUNTER of Woodside, Herons Lea, Copthorne, Surrey, RH10 3HE and NICOLA SUZANNE IZARD of Tall Trees, Domewood, Copthorne, Surrey, RH10 3HD and CHARLOTTE PICKARD of North ace, New Road, Bathford, Bath and North East Somerset, BA1 7TR and CHANTELE VOLLER of 25 Priestlands Close, Lee Street, Horley, Surrey, RH6 8GG
- 2 "The Company" AIRPORT PARKING AND HOTELS LIMITED (Company No 01539777) whose registered office is situate at 12 Lonsdale Gardens, Tunbridge Wells, Kent, TN1 1PA

1 Operative provisions:

1.1 In this Debenture

'ACTS' means the Law of Property Act 1925 and the Insolvency Act 1986 (or any statutory modification or re-enactment of those acts for the time being in force)

'ASSETS' means the property, undertaking and assets of the Company expressed to be charged to the Creditor now or hereafter under clause 2

'CREDITOR' shall include, unless the context otherwise requires, the Creditor's successors and assigns from time to time

'ENVIRONMENTAL LAWS' means the common law and all applicable laws, rules, regulations or requirements concerning discharges of contaminants, occupational or public health and safety of the environment

'EXISTING SECURITY' means the security granted by the Company (if any) short particulars of which are set out in the Schedule hereto

'INDEBTEDNESS' means all the Company's present or future indebtedness to the Creditor in respect of the Indemnity together with interest and together with costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Creditor and including those arising from the Creditor perfecting or enforcing or attempting to enforce this Debenture or any other security (and its rights thereunder) held by the Creditor from time to time

'INDEMNITY' means the indemnity provided for in clause 2 1

'LAND' means land on the south east side of Copthorne Road, Copthorne, West Sussex registered at the Land Registry under title number SY227100 and each and every part of such property including all buildings, fixtures and fittings and fixed plant and machinery thereon excluding any trade or tenant's fixtures and fittings

'LEGAL CHARGE' means a Legal Charge made of even date herewith between (1) the Creditor and (2) the Trustees of the Pension Scheme under which the Creditor at the request of the Company charged the Land to the Trustees of the Pension Scheme as security for a loan of £1,500,000 plus interest and costs

'PENSION SCHEME' means the Crawley Down Garage Directors Pension Scheme

'PROPERTY' means all leasehold and freehold property referred to in clauses 2 1 1 and 2 1 2, and

'RECEIVER' has the meaning given to it in clause 3 1

1 2 Clause headings are for ease of reference only

2 1 The Company hereby covenants to pay to the Creditor on demand by way of indemnity

2 1 1 all monies recovered by the Pension Scheme pursuant to the exercise of the Legal Charge

2 1 2 all sums paid by the Creditor to the Pension Scheme in respect of the monies secured by the Legal Charge

2 2 As security for the payment and discharge of the Indebtedness, the Company hereby charges to the Creditor, with full title guarantee

- 2 2 1 by way of legal mortgage, all freehold and leasehold property now vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property,
- 2 2 2 by way of fixed charge, all estates or interests in any freehold and leasehold property of the Company (not being Property charged by clause 2 2 1) now and in the future vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property,
- 2 2 3 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company,
- 2 2 4 by way of fixed charge, all book debts and other debts now and in the future due or owing to the Company,
- 2 2 5 by way of fixed charge, all intellectual property rights, choses in action and claims now and in the future belonging to the Company,
- 2 2 6 by way of floating charge, all the Company's present and future undertakings and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under this Debenture
- 3 1 At any time after the Creditor's demand for payment from the Company of any Indebtedness (or if so requested by the Company), the Creditor may appoint by writing any person or persons to be an administrative receiver or a receiver and manager or receivers and managers ('the Receiver', which expression shall include any substituted receiver(s) and manager(s) of all or any part of the Assets Without limiting the Creditor's rights under this clause 3 1 or at law, the Creditor may, whether or not any demand has been made for payment of the Indebtedness, appoint a Receiver if the security created by this Debenture shall be in jeopardy
- 3 2 The Creditor may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
- 3 3 The Receiver shall, subject to the terms of the Acts, be the Company's agent and shall have all powers conferred by the Acts The Company alone shall be responsible for his acts and omissions and for his remuneration In particular, but

without limiting any general powers or the Creditor's power of sale, the Receiver shall have power

- 3 3 1 to take possession or collect and get in all or any part of the Assets and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit,
- 3 3 2 to carry on or concur in carrying on the Company's business and raise money from the Creditor or others on the security of all or any part of the Assets,
- 3 3 3 to sell, let and/or terminate or to accept surrenders of leases or tenancies of any part of the Property, in such manner and on such terms as he thinks fit,
- 3 3 4 to take, continue or defend any proceedings and make any arrangement or compromise which the Creditor or he shall think fit,
- 3 3 5 to make and effect all repairs, improvements and insurances,
- 3 3 6 to appoint managers, officers and agents for any of the above purposes, at such salaries as the Receiver may determine,
- 3 3 7 to call up any of the Company's uncalled capital,
- 3 3 8 to promote the formation of a subsidiary company or companies of the Company, so that such subsidiary may purchase, lease, license or otherwise acquire interests in all or any part of the Assets, and
- 3 3 9 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers
- 3 4 Any monies received under this Debenture shall be applied
 - 3 4 1 firstly, in satisfaction of all monies secured by the Existing Security,
 - 3 4 2 secondly, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Creditor or the Receiver and of the remuneration of the Receiver,
 - 3 4 3 thirdly, in or towards satisfaction of the Indebtedness in such order as the Creditor shall determine, and
 - 3 4 4 fourthly, the surplus (if any) shall be paid to the person or persons entitled to it
- 4 1 By notice in writing to the Company, the Creditor may at any time convert the floating charge created by clause 2 1 6 into a specific charge over any Assets specified in the

notice which the Creditor considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy The Company at its expense shall at any time on the Creditor's request promptly execute and deliver to the Creditor any other or further mortgage, charge or other instrument conferring a fixed charge on any of its Assets (including any of the Assets charged by clause 2 1 6) or such other charge as the Creditor may in its discretion think fit for securing the Indebtedness

4 2 This Debenture shall be

4 2 1 a continuing security to the Creditor, notwithstanding any settlement of account or other matter or thing whatever,

4 2 2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Creditor may hold now or hereafter on all or any part of the Assets, and

4 2 3 in addition to any rights, powers and remedies at law

4 3 Section 103 of the Law of Property Act 1925 shall not apply The statutory power of sale shall be exercisable at any time after the execution of this Debenture The Creditor shall not exercise its power of sale until payment has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made

4 4 No failure or delay on the Creditor's part in the exercise of any of its rights, powers and remedies (in this clause 4 'right(s)') under this Debenture or at law shall operate or be construed as a waiver No waiver of any of the Creditor's rights shall preclude any further or other exercise of that right or of any other right

4 5 The Creditor may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Company's liabilities or the Creditor's rights under this Debenture

4 6 The Company shall, on demand by the Creditor, execute and deliver all transfers, mandates, assignments, deeds or other documents as the Creditor may require to

perfect its rights under this Debenture and to give effect to any sale or disposal of any of the Assets and otherwise give effect to the intent of this Debenture

- 5 By way of security, the Company hereby irrevocably appoints the Creditor and any Receiver jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the above purposes
- 6 All costs, charges and expenses incurred by the Creditor and all other monies paid by the Creditor or the Receiver in perfecting or otherwise in connection with this Debenture and all costs of the Creditor or the Receiver of all proceedings for enforcement of this Debenture shall be recoverable from the Company as a debt, may be debited to any account of the Company, shall bear interest at the rate per annum of 2 5 per cent over the base lending rate of Barclays Bank plc accordingly (as well before as after judgment) and shall be charge on the Assets
- 7 If at any time any provision in this Debenture is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Debenture shall not be impaired
- 8 1 Any demand, notice or other communication by the Creditor may be delivered personally to the Company or sent to the Company by post, telemessage, cable, telex or telecopier at its address set out above or such other address notified in writing to the Creditor Any such notice, demand or other communication shall be deemed to have been received by the Company 24 hours after posting (where sent by first class prepaid post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by telemessage, cable, telex or telecopier) whether or not it is actually received
- 8 2 Any notice from the Company to the Creditor shall be served by first class prepaid or special delivery post to the Creditor at its address set out above or such other address notified to the Company

This Debenture shall be governed by and construed in accordance with English law

SCHEDULE

(Existing Security)

Debenture dated 19 March 2013 made between (1) the Company and (2) National Westminster Bank plc

Attestation

Executed and unconditionally delivered as a deed as follows

SIGNED AS A DEED by

~~THE COMMON SEAL~~ of

AIRPORT PARKING AND HOTELS LIMITED

was affixed in the presence of two
Directors or a Director and its
Company Secretary

acting by



Director



Director/Company Secretary