



Registration of a Charge

Company Name: **LEGACY PROPERTIES LIMITED**

Company Number: **02826898**



XC0BSM8H

Received for filing in Electronic Format on the: **29/03/2023**

Details of Charge

Date of creation: **23/03/2023**

Charge code: **0282 6898 0021**

Persons entitled: **LENDINVEST SECURITY TRUSTEES LIMITED**

Brief description: **ROSELYON SCHOOL, ST BLAZEY ROAD, PAR PL24 2HZ (TITLE NUMBER - CL186239)**

Contains fixed charge(s).

Contains negative pledge.

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NUM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2826898

Charge code: 0282 6898 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2023 and created by LEGACY PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2023 .

Given at Companies House, Cardiff on 31st March 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House

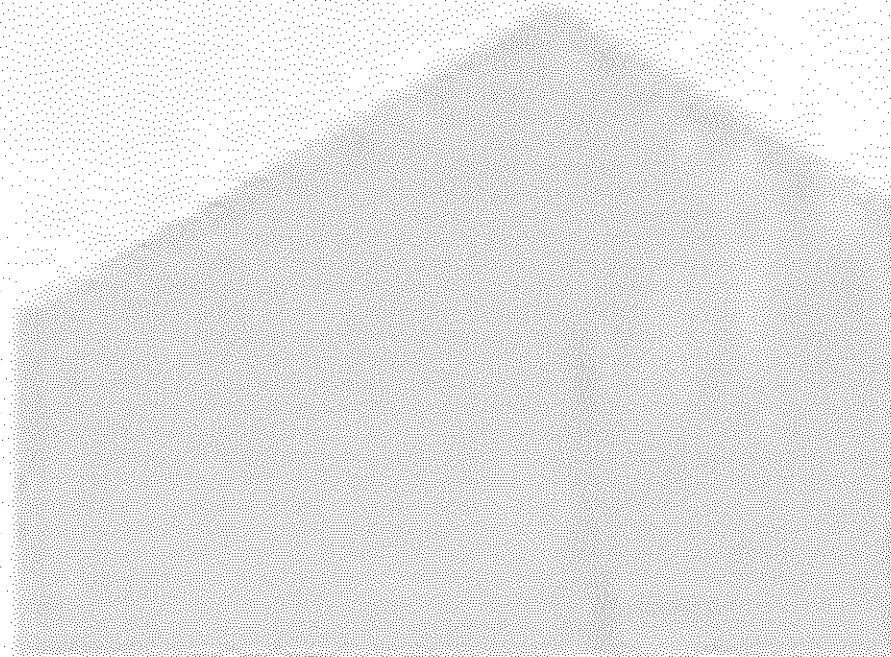


**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



LendInvest Mortgage Deed

England & Wales (Bridge Finance)



THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST THE PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Legal mortgage made on 23rd day of March 2023

By this legal mortgage made by you:

BOX A (Borrower details)

LEGACY PROPERTIES LIMITED, a company incorporated in England and Wales and registered with company number 02826898 whose registered office is at Unit 2b Quintdown Business Park, West Road, Quintrell Downs, Cornwall, TR8 4DS.

in favour of us, LendInvest Security Trustees Limited (company number: 08743617) of 8 Mortimer Street, London, England, W1T 3JJ, you charge the *Property* to secure *your* liabilities to the *Secured Parties* on the terms which appear in this *Mortgage Deed* (including the *Mortgage Conditions*).

BOX B (Description of the freehold/leasehold property to be mortgaged)

Address of Property

Roselyon School, St Blazey Road, Par PL24 2HZ

Registered Land

Title Number(s)

CL186239

Unregistered land

The Property is comprised in the following deed(s):

Date	Description of deed(s)	Parties

- (1) This *Mortgage Deed* incorporates the General Mortgage Conditions (2017) (the **Mortgage Conditions**). You acknowledge that you have received a copy of the Mortgage Conditions and agree that you will observe and perform them.
- (2) Terms in italics used in this *Mortgage Deed* are defined in or, as applicable, interpreted in accordance with, the Mortgage Conditions.
- (3) You undertake to pay us, on demand, the amounts outstanding in respect of the *Debt* when they become due.
- (4) As continuing security for the payment and discharge of the *Debt* with full title guarantee:
 - (A) you charge to us:
 - (i) by way of legal mortgage, the *Property*;
 - (ii) by way of fixed charge to the extent not effectively assigned under sub-paragraph (4)(B) below:
 - (a) all your *Insurance Policy Rights*;
 - (b) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income*;
 - (c) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*; and
 - (iii) by way of fixed charge all *Authorisations* and all rights in connection with those *Authorisations*;
 - (B) you assign to us absolutely (subject to such rights being re-assigned to you at the end of the *Security Period*):
 - (i) all of your *Insurance Policy Rights*;
 - (ii) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income*; and
 - (iii) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*,provided that nothing in this sub-paragraph (4)(B) shall constitute us as mortgagee in possession.
- (5) Subject to the terms of the *Mortgage Documents*, the Lender under the applicable *Loan Agreement* is under an obligation to make further advances in accordance with Section D of the Mortgage Conditions and LendInvest Security Trustees Limited (as security trustee for the Lender) applies for that obligation to be entered in the register at the Land Registry.
- (6) You consent to an application being made by us to the Land Registry for the following restriction to be registered against the title to the *Property*:



"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of LendInvest Security Trustees Limited referred to in the charges register."

You also consent to us registering any priority arrangements applicable to the Mortgage Deed at the Land Registry which will then be publicly available.

This *Mortgage Deed* has been executed as a deed and is delivered and takes effect on the date stated at the top of the first page of this *Mortgage Deed*.

EXECUTION PAGE TO MORTGAGE DEED

THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST THE PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Where you are a limited company and are signing by a director in the presence of a witness

Executed as a deed by LEGACY PROPERTIES LIMITED acting by its Director

NICHOLAS LONG

Name of Director

Signature of Director

In the presence of a witness:

Witness signature

Witness name

JON VETORI

Witness address

Witness occupation

CHARTERED ACCOUNTANT