

144038/13

MG01

Particulars of a mortgage or charge



iris
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
company. To do this, please use
form MG01s

FRIDAY



A17QG41S

A43

27/04/2012

#401

COMPANIES HOUSE

1

Company details

9

For official use

Company number 04707338

Company name in full St Christopher's Inns Limited
(the "Chargor")

→ **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 01/07/2012

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

Legal charge, (the "Legal Charge")

4

Amount secured

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

Amount secured ☒

All or any money and liabilities which shall from
time to time (and whether on or at any time after
demand) be due, owing or incurred in whatsoever
manner to the Lender by the Chargor, whether
actually or contingently, solely or jointly and
whether as principal or surety (or guarantor or
cautioner) including any money or liabilities of
the Chargor to a third party which have been
assigned or novated to or otherwise vested in the
Lender and including discount, commission and other
lawful charges or expenses which the Lender may in
the course of its business charge or incur in
respect of any of those matters or for keeping the
Chargor's account, together with Interest upon them
and Expenses relating to them, (the "Secured
Liabilities")

Continuation page

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

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

Continuation page

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

Name Bank of Scotland Plc

Address Credit Fulfilment, Level 5, 110 St. Vincent Street

Glasgow (the "Lender")

Postcode G 2 5 E R

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

- 1 The Chargor with full title guarantee has charged to the Lender as security for the Secured Liabilities;
 - 1.1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property,
 - 1.2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,
- 2 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Legal Charge;
- 2 4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Chargor relating to them to hold to the Lender absolutely subject to redemption upon repayment of the Secured Liabilities,
- 2 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Legal Charge; and
- 2 6 by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property

Continued . . .

MG01

Particulars of a mortgage or charge

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

N/A

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 *Benin leighta pauser* X

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

MG01

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 Amelia Handoll-Clark

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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

MG01 - continuation page

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

Notes

The Legal Charge provides at paragraph 6 of the Conditions which are incorporated in the Legal Charge that;

a the Chargor will, at his own cost and whenever required by the Lender, do anything and sign and deliver all such deeds, instruments, notices or other documents of any kind, in such form as the Lender may require, in order to enhance or perfect the Lender's security under the Charge, or to preserve the Property or to enable the Lender either to enforce the Charge or to exercise any of the powers and rights given by the Conditions or by law to the Lender or the Receiver

Paragraph 7 of the Conditions provides that the Chargor has agreed with the Lender as follows.

- b. Not to create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of the Lender) without the prior written consent of the Lender
- c. Not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of the Lender

Definitions

"Charge" means any mortgage or charge created at any time over any interest in the Property to secure the repayment of the Secured Liabilities to the Lender

"Conditions" means the Lender's Commercial Charge Conditions (2007 Edition),

"Expense" or "Expenses" mean the total of the following.

- (1) any commission and other charges which the Lender may from time to time charge to the Chargor in the ordinary course of the Lender's business in respect of the Secured Liabilities or any service provided by the Lender to the Chargor,
- (11) any costs, charges, premiums, fees and expenses incurred from time to time by the Lender or the Receiver under the Conditions and which are either repayable by the Chargor under the Conditions or are incurred in the exercise by the Lender or the Receiver of their powers under the Conditions,

Continued

MG01 - continuation page
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>(iii) any costs, charges and expenses incurred by the Lender or the Receiver in connection with the Lender or the Receiver doing anything to protect the legal Mortgage or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property;</p> <p>together with Value Added Tax upon such sums where appropriate.</p> <p>"Interest" means any sum of money payable to the Lender by way of interest upon the Secured Liabilities.</p> <p>"Chargor" means any and every person (whether the Chargor or otherwise) who has granted a Charge to the Lender as security for the Secured Liabilities and also:</p> <p>(iv) the Chargor's successors and personal representatives, and</p> <p>(v) any person to whom the Chargor's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge</p> <p>"Owner" means any and every person (whether the Borrower or otherwise) who has granted a Charge to BoS as security for the Secured Liabilities and also.</p> <p>(vi) the Owner's successors and personal representatives; and</p> <p>(vii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge</p> <p>"Property" means the property described in the Schedule below</p> <p>"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by the Lender pursuant to the Charge in respect of the Chargor or of all or any part of the Property.</p> <p>"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Chargor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.</p> <p style="text-align: center;">THE SCHEDULE</p> <p style="text-align: center;">35 Fore Street, Newquay, TR7 1HD registered at H M Land Registry under Title Number CL184364</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4707338
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 17 APRIL
2012 AND CREATED BY ST CHRISTOPHER'S INNS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BANK OF SCOTLAND PLC 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 27 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 MAY 2012



Companies House
— for the record —



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