

MG01

Particulars of a mortgage or charge

10428442-13



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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

TUESDAY



ASSAJUZT

A30

14/06/2011

275

COMPANIES HOUSE

1

Company details

Company number

0 5 5 7 7 0 4 7

Company name in full

Ocean & Country Developments Limited (the "Company")

2

For official use

→ 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

d 0 d 8 m 0 m 6 y 2 y 0 y 1 y 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

Legal Charge dated 8th June 2011 and made between (1) the Company and (2)
Marc Howard, Avis Howard and The Santhouse Pensioner Trustee Company
Limited as trustees of The Searlecrest SSAS (the "Lender") (the "Legal
Charge")

4

Amount secured

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

Amount secured

1 all indebtedness, liabilities and obligations at
any time due, owing or incurred in any manner
whatsoever to the Lender by the Company, whether
pursuant to the Guarantee or otherwise and whether
actually or contingently, and whether as principal
or surety and in whatever currency denominated; and

2 all reasonable costs and expenses incurred by
the Lender in relation to the Legal Charge
(including, for the avoidance of doubt, all
reasonable costs and expenses incurred by the
Lender in relation to the preparation and
registration of the Legal Charge) and all proper
costs and expenses incurred by the Lender in
relation to the protection and enforcement (or
attempted enforcement) of its rights ("Secured
Obligations")

Continuation page

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

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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 The Santhouse Pensioneer Trustee Company Limited

Address Trinity House, Anderson Road, Swavesey,
Cambridgeshire

Postcode C B 2 4 4 U Q

Name Marc Howard

Address 157 Chester Road, Poynton, Cheshire

Postcode S K 1 2 1 H P

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

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all its other obligations under the Legal Charge

1 the Company charges by way of first legal charge all its interests in and to the Property together with all buildings, fixtures and fixed plant and machinery at any time thereon (excluding, for the avoidance of doubt, any fixtures and fittings which are beneficially owned by any tenant from time to time being of the Property),

2 the Company charges by way of first fixed charge,

(a) the benefit of all the guarantees, licences, warranties, contracts, consents and authorisations (statutory or otherwise) held in connection with the use of the Property and the right to recover and receive all compensation which may be payable to it in respect of them,

(b) the benefit of all the present and future leases, sub-leases and licences and contracts whatsoever entered into by the Company in respect of the Property,

(c) all and any future interests or estates which the Company may acquire in respect of the Property,

Please see Continuation Sheet 3

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Avis Howard
Address	157 Chester Road, Poynton, Cheshire
Postcode	S K 1 2 1 H P
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
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Postcode	
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Name	
Address	
Postcode	
Name	
Address	
Postcode	

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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>3 the Company assigns and agrees to assign to the Lender all its rights, title and interest in and to all Receivables and agrees to give notice of the assignment of the Receivables as described in this paragraph 3 in a form acceptable to the Lender to all lessees or licensees of the Property who enter into leases or licences in respect of the Property at any time and use all reasonable endeavours to procure the execution and delivery to the Lender of an acknowledgment to such notice of assignment in a form acceptable to the Lender but, for the avoidance of doubt, the Company shall, unless and until the Lender declares otherwise, be entitled to exercise its rights as landlord or licensor with regard to recovery of any sums due under the terms of any lease or licence of the Property,</p> <p>4 the Company assigns and agrees to assign in favour of the Lender all its right, title and interest in and to all policies of insurance whatsoever in which it has an interest, the benefit of any claim to the proceeds of any such policy of insurance and the right to return of any premium in relation to any such policy,</p> <p>5 the Company assigns and agrees to assign in favour of the Lender, by way of security, all of its rights, title and interest, present or future, in all present and future leases and sub-leases whatsoever entered into by the Company in respect of the Property and agrees upon demand by the Lender to give written notice of the assignment described in this paragraph 5 to any tenant of the Property or any part thereof, from time to time For the avoidance of doubt, notwithstanding the assignment of the benefit of such leases and sub-leases described in this paragraph 5, the Company shall be entitled to exercise all of the rights, powers, authorities and other benefits conferred on it pursuant to such leases or sub-leases but such entitlement shall (unless the Lender otherwise agrees in writing) automatically terminate forthwith upon the security constituted by the Legal Charge becoming enforceable</p> <p>The Company shall not without the prior written consent of the Lender</p> <p>(a) create, extend or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof,</p> <p>(b) sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of any Property (or part thereof) or assign or otherwise dispose of any moneys payable to the Company in relation to the Property or agree to do any of the foregoing,</p> <p>(c) part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing</p> <p>For the purposes of this Form MG01 the following terms shall have ascribed to them the</p>	

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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

following meanings

"Encumbrance" means any mortgage, charge, pledge, lien, assignment by way of security, hypothecation, security interest or any other agreement or arrangement which results in (or has substantially the same effect as) the creation of security,

"Guarantee" means the guarantee and indemnity entered into by the Company in favour of the Lender,

"Property" means the property known as The Glynlifon Hotel, Benllech, Tyn Y Gongl LL73 8PL registered at Land Registry under title number WA935775,

"Receivables" means all rentals, fees and other amounts receivable or recoverable by the Company at any time from any other person in connection with the Property and the benefit of any rights whatsoever relating thereto

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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

Nil

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 Hill Dickinson LLP X

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

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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 **Richard Harris**

Company name **Hill Dickinson LLP**

Address **No 1 St Paul's Square**

Liverpool

Post town

County/Region

Postcode **L 3 9 S J**

Country

DX **14129 Liverpool**

Telephone **0151 600 8496**



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. 5577047
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 8 JUNE
2011 AND CREATED BY OCEAN & COUNTRY DEVELOPMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE SANTHOUSE PENSIONER
TRUSTEE COMPANY LIMITED MARC HOWARD AND AVIS
HOWARD 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 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2011

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES