

MR01

Particulars of a charge

080446/13.
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
instrument Use form MR08

For further information, please
refer to our guidance at _ _

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. If
delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery

✓ ☒ You must enclose a certified copy of the instrument with this form. This will
be scanned and placed on the public record. Do not send the original

SATURDAY



A21 10/01/2015 #188
COMPANIES HOUSE

1 **Company details**

Company number 0 6 9 5 5 4 2 2
Company name in full Leebay (Development) 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 2 4 1 2 2 0 1 4

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 RST1 Southwest Group Limited
(Company Number 6442493)

Name

Name

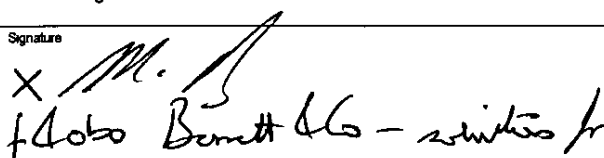
Name

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

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description /	All of the registered freehold property known as Leebay Hotel Ilfracombe North Devon EX34 8LR registered at the Land Registry with title absolute under title numbers DN224763 and DN224766 and all buildings fixtures plant and machinery fittings and apparatus for the time being thereon	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes		
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
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 <input type="checkbox"/>	ⓘ This statement may be filed after the registration of the charge (use form MR06)	
9	Signature Please sign the form here Signature /	 This form must be signed by a person with an interest in the charge	

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name

Martin Reynolds

Company name

Barrett & Co Solicitors LLP

Address

Salisbury House

54 Queens Road

Reading

Post town

Berkshire

County/Region

Postcode

R G 1 4 A Z

Country

DX

DX 4033 READING

Telephone

0118 958 9711



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: 6955422

Charge code: 0695 5422 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th December 2014 and created by LEE BAY (DEVELOPMENT) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2015

Given at Companies House, Cardiff on 19th January 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DX

Bell up for the Borrower

~~SECOND~~ LEGAL CHARGE

DATED the *26th* day of *DECEMBER* *Fourteen* Two Thousand and Thirteen
BETWEEN LEE BAY (DEVELOPMENT) LIMITED whose registered office is at
Holystreet Manor, Chagford, Dartmoor TQ13 8HQ (Company No 06955422)
(hereinafter called "the Borrower") of the one part and RST1 SOUTH WEST GROUP
LIMITED whose registered office is at 109 Gloucester Place, London W1U 6JW
(Company No 6442493) (hereinafter called "the Lender") of the other part

Bell up for the Borrower

NOW THIS DEED WITNESSETH as follows -

1 DEFINITIONS

- (1) In this deed except in so far as the context otherwise requires

"Development Agreement"

July 2014 means a Development Agreement made the *1st* ~~same date as the date hereof~~ and between the same parties and relating to the Property *Agreed for the Borrower*

"Property"

means the property for the time being subject to the security created by this deed and references to the property shall include references to any part of it

"Secured Amounts"

means all amounts whatsoever due to the Lender pursuant to the terms and provisions of the Development Agreement

"this deed"

means this legal charge and any document varying the same or supplemental thereto

- (2) References to the Borrower and to the Lender include references to persons deriving title under them respectively
- (3) Where there is more than one person for the time being included in the expression "the Borrower" covenants and obligations at any time expressed to be made or assumed by the persons in question are made to be construed as made by all such persons jointly and each of them severally

2 COVENANT TO PAY

I HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL

Barrett & Co
FOR AND ON BEHALF OF
BARRETT & CO SOLICITORS LLP

DATE *08-01-15.*

The Borrower covenants to pay the Secured Amounts in accordance with the terms and provisions of the Development Agreement

3 CHARGE

- 3 1 The Borrower with full title guarantee hereby charges by way of legal mortgage the property described in the Schedule hereto and all buildings fixtures plant and machinery fittings and apparatus for the time being thereon or any part thereof with payment of the Secured Amounts as and when they shall be due and payable
- 3 2 This Charge is to be a second charge and shall in all respects rank in priority only after the first legal charge or other charges (the "Prior Charges") secured against the Property in connection with or for the purposes of the funding for the acquisition and development thereof and the Lender agrees that it will without delay enter into such deeds of priority, postponement or inter-creditor deeds or the like as any Prior Chargee or Prior Chargees shall in their standard form reasonably require and the expression "prior charge" shall be construed accordingly
- 3 3 The Lender hereby consents to the disposal by the Borrower of any unit or dwellings constructed or to be constructed on the Property (and to registration by the disponee at the Land Registry as proprietor of the registered estate of the same) until such time as the Prior Charges have been discharged in full and thereafter in accordance with the provisions of the Development Agreement.

4 NOTICES

Without prejudice and in addition to the provisions of Section 196 of the Law of Property Act 1925 any demand for payment or other demand or notice hereunder may be made by any manager or officer of the Lender or of any branch thereof by letter delivered to or sent by post addressed to the Borrower at the Borrower's registered office or any place of business of the Borrower and in the case of posting every demand or notice so made or given shall be deemed to have been made 24 hours after the letter was posted

5 LENDERS POWERS

Only in the event of this Legal Charge ranking as a first legal charge (but not otherwise) the following provisions shall apply -

- 5 1 The statutory powers conferred up on the Lender as varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser, as defined in Section 205 of the Law of Property Act 1925 ("the Act") or person dealing in good faith shall be deemed to arise

and be exercisable immediately after the execution of this charge

- 5 2 Section 103 of the Act shall not apply to this security Failing payment of the secured amounts as and when they become due this security shall be enforceable and the powers conferred upon the Lender by the Act as to the giving of notice or otherwise with respect to the whole or any part of the Property

6 JURISDICTION

- (1) This deed shall be governed by and interpreted in accordance with English Law
- (2) The Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the High Court of Justice in England but this Legal Charge may be enforced in any court of competent jurisdiction

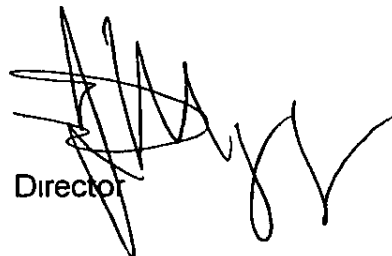
IN WITNESS whereof this deed has been executed by the Borrower the day and year first before written

SCHEDULE

Particulars of the Property

ALL THAT registered freehold property known as Lee Bay Hotel, Ilfracombe, North Devon EX34 8LR registered at the Land Registry with Title Absolute under Title Nos DN224763 and DN224766

SIGNED as a DEED by
**LEE BAY (DEVELOPMENT)
LIMITED**
Acting by


Director

In the presence of -

Witness Signature



Witness Name M. P GONDSMITH

Address 9 BERRYBROOK MEADOW EXMINSTER
EXETER EX6 8UR

Occupation BUILDER

SIGNED as a DEED by
**RST1 SOUTH WEST GROUP LIMITED
LIMITED**

Acting by

Director

In the presence of -

Witness Signature

Witness Name

Address

Occupation