



Registration of a Charge

Company name: **Royale Park Estates Limited**

Company number: **09447887**



X5AI2S7S

Received for Electronic Filing: **04/07/2016**

Details of Charge

Date of creation: **30/06/2016**

Charge code: **0944 7887 0001**

Persons entitled: **HSBC BANK PLC**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS BLUE DOLPHIN HOLIDAY PARK, RECVLVER LANE, RECVLVER HERNE BAY, KENT REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS K563443, K115187, K72183 AND THAT PART OF KS370090 MORE PARTICULARLY DESCRIBED IN THE TRANSFER OF EVEN DATE AND MADE BETWEEN (1) EDWARD JOHN JAMES AND (2) ROYALE PARK ESTATES LIMITED, INCLUDING ALL RIGHT TITLE AND INTEREST YOU HAVE OVER THE LAND SHOWN HATCHED GREEN ON THE PLAN ATTACHED TO THE SAID TRANSFER**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9447887

Charge code: 0944 7887 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2016 and created by Royale Park Estates Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2016 .

Given at Companies House, Cardiff on 5th July 2016

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**

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

Addleshaw Goddard LLP
DATE 1 July 2015
ADDLESHAW GODDARD LLP

Checker's Initial	
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HSBC Bank plc

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official.

- HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank plc on your behalf.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Direct Legal Mortgage A1dco

THIS LEGAL MORTGAGE dated the
thousand and 16

30th

day of June

two

BETWEEN Mortgagor: Royale Park Estates Limited Number: 09447887
("you")

and HSBC Bank plc ("the Bank") whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, PO Box 6304, Coventry, CV3 9JY

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called the **HSBC Bank plc Mortgage Deed Conditions (2006 edition)** ("the Conditions") which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions.

The Main Subject Matter of this Mortgage

1. The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):

- RB
- (a) **the Property: Freehold - Blue Dolphin Holiday Park Reculver Lane Reculver Herne Bay Kent registered at H M Land Registry with title number: ; K563443, K115187, K72183 and***
 - (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
 - (c) any shares or membership rights mentioned in paragraph 3 of the Conditions;
 - (d) any goodwill of any business from time to time carried on at the Property;
 - (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
 - (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you.

2. The Debt which is secured on the Property and other assets

The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt").

This includes, but is not limited to:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of your contingent liabilities;
- (c) discount, commission and other lawful charges and expenses;
- (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
- (e) money agreed to be paid by you under paragraph 24 of the Conditions.

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between Borrower and the Bank.

RB * that part of K370090 more particularly described in the Transfer Deven date and made between (1) Edward John James and (2) Royale Park Estates Limited, including all right title and interest you have over the land shown hatched green on the plan attached to the said Transfer Form of Charge Filed at H M Land Registry under reference MD618J

3. Restriction

You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above;


"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 30 June 2016 in favour of the HSBC Bank plc referred to in the Charges Register".

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above.

The foregoing is certified to be a true extract/copy of the Minutes of the Board Resolution dated above.

Signed on 17th June 20 16 (date)

For and on behalf of the Company

By Chairman of the Meeting 

Please Print Name ROBERT BULL

THIS IS AN IMPORTANT RESOLUTION. IF IN DOUBT ABOUT ITS LEGAL OR FINANCIAL IMPLICATIONS, THE BOARD OF DIRECTORS SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE CONSIDERING THE RESOLUTION.

IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE

Signed as a deed by the Mortgagor acting by

Signature

[Redacted Signature]

Director

Name in full

ROBERT BULL
(Block letters)

In the presence of:

Full name of witness

NICK PICKERSEILL Witness
(Block letters)

Signature of Witness

[Redacted Signature]

Address:

[Redacted Address]

Occupation:

[Redacted Occupation]

For and on behalf of HSBC Bank plc

[Redacted Signature]

BOARD RESOLUTION
Provision of Security

Minutes of a Meeting of the Director(s) of Royale Park Estates Limited ("the Company")

This section and paragraph 4, onwards is to be completed by the Company giving the Resolution	held at	22 station Road Cambridge
		CB1 2PS
	on the	17 th day of June 2016
	at	3.15 pm

1. Reference was made to facilities made, or to be made, available by HSBC Bank plc ("the Bank") to the Company.
2. There was produced to the Meeting the following document(s):
a Fixed Charge on the Company's Property at Freehold - Blue Dolphin Holiday Park Reculver Lane Reculver Herne Bay Kent to be given by the Company in favour of the Bank to secure all the present and future indebtedness and liabilities to the Bank howsoever arising of the Company subject to any limitation which appears in the mortgage itself.
3. Those Director(s) present at the Meeting who had interests in the matter(s) under consideration declared those Interests and it was noted that a quorum was available.

The Company is to complete fully the following section before returning the Resolution to the Bank

4. Accordingly, after considering the financial position of the Company and its future requirements, and after giving consideration to the requirements of sections 171 to 177 of the Companies Act, 2006, IT WAS RESOLVED :-
 - a) THAT IT WAS, IN THE OPINION OF THE Director(s) of the Company, for the benefit of the Company and for the purposes of or ancillary to its business that it should give the security and sign or execute and deliver to the Bank the document(s) referred to in paragraph 2 above; and THAT:
(PLEASE TICK ONE BOX ONLY)
 - b) ☐ one Director and the Company Secretary; or
 - c) ☐ any two directors; or
 - d) ☒ one Director (whose signature is witnessed); or
 - e) ☐ other * _____

* if the Company wishes to make any other arrangements within what is authorised by the Company's Articles of Association, insert suitable details here

be and that they are hereby authorised on behalf of the Company to sign or execute as a Deed(s) the said document(s); or

- f) ☐ that the Company's seal be affixed thereto as appropriate and that (in either case) the same be delivered to the Bank with such amendments as the signatories may agree with the Bank.