

MR01

Particulars of a charge



Companies House

0000 65/13

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 no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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. The
copy must be scanned and placed on the public record. Do not send the original




A26 *A560A62J* 30/04/2016 #184
COMPANIES HOUSE

SATURDAY

1 Company details

Company number 0 9 7 4 1 4 4 6

Company name in full CAER RHUN HALL HOTEL LIMITED

 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 29 04 2016

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 MYSING PROPERTIES LIMITED

Name

Name

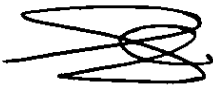
Name

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

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4	Brief description	<p>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</p>	<p>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"</p> <p>Please limit the description to the available space</p>
	Brief description	<p>CAER RHUN HALL AND LAND ADJOINING CAER RHUN HALL, CONWY, LL32 8UZ</p> <p><i>Registered Title</i></p> <p><i>CYM 140645</i></p> <p><i>CYM 140647</i></p>	
5	Other charge or fixed security	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	<p>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</p> <p><input type="checkbox"/></p>	<p>① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	<p>Please sign the form here</p>	
	Signature	<p><i>X</i>  <i>X</i></p>	
	<p>This form must be signed by a person with an interest in the charge</p>		

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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 Linda Heald

Company name Linda Heald & Co Property Lawyers

Address 2nd Floor Central Buildings

1-3 Town Hall Street

Post town Sowerby Bridge

County/Region West Yorkshire

Postcode H X 6 2 Q D

Country

DX

Telephone 01422 893921



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: 9741446

Charge code: 0974 1446 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2016 and created by CAER RHUN HALL HOTEL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th April 2016.

no

Given at Companies House, Cardiff on 10th May 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED TO BE A TRUE COPY OF
THE ORIGINAL

LINDA HEALD & CO PROPERTY LAWYERS
DATE: 29/04/16

LINDA HEALD & CO PROPERTY LAWYERS
2ND FLOOR CENTRAL BUILDINGS
1-3 TOWN HALL STREET
SOWERBY BRIDGE
HX8 2QD

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: Caer Rhun Hall Hotel Limited

Registered No: 09741446

Lender: Mysing Properties Limited

Registered No: 09111670

Property: All of (1) Freehold property known as Caer Rhun Hall, Conwy LL32 8HX (title number CYM140645), and (2) Land adjoining Caer Rhun Hall, Conwy LL32 8HX (title number CYM140647) References to **Property** include any part of it and the other assets charged by Clause 2

Date: 29/04/16

You must date
the document

1. Owner's Obligations

The Owner will pay to the Lender on demand all the Owner's Obligations. The Owner's **Obligations** are all the Owner's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1 1 **Interest** at the rate charged by the Lender, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Lender
- 1 2 any expenses the Lender or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee

- 2 1 charges to the Lender all legal interest in the Property, by way of legal mortgage
- 2 2 gives to the Lender a fixed charge over any of the following property of the Owner, whether owned now or in the future
 - 2 2 1 any other interest in the Property.
 - 2 2 2 all rents receivable from any lease granted of the Property
 - 2 2 3 all the goodwill of the Owner's business carried on at the Property
 - 2 2 4 the proceeds of any insurance affecting the Property
 - 2 2 5 all plant and machinery at the Property belonging to the Owner, including any associated warranties and maintenance contracts

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SOWERBY BRIDGE

2 2 6 DATE 22/11/16 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business that belong to the Owner

3. Restrictions

The Owner will not, without the Lender's consent

- 3 1 permit or create any mortgage, charge or lien on the Property
- 3 2 dispose of the Property
- 3 3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting
- 3 4 part with or share possession or occupation of the Property

4. Land Registry

The Owner and the Lender apply to the Land Registry to enter a restriction that "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 created by this deed in favour of the Lender referred to in the charges register" The Lender may also register any priority arrangements at the Land Registry which will then be publicly available

5. Property Undertakings

The Owner will

- 5 1 permit the Lender at any time to inspect the Property
- 5 2 keep all Property of an insurable nature comprehensively insured to the Lender's reasonable satisfaction for its full reinstatement cost In default, the Lender may arrange insurance at the Owner's expense.
- 5 3 hold on trust for the Lender all proceeds of any insurance of the Property At the Lender's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations
- 5 4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property
- 5 5 keep the Property in good condition
- 5 6 not, without the Lender's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations
- 5 7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Lender if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease

6. Possession and Exercise of Powers

- 6 1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property) The Owner will continue in possession until the Lender takes possession

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DATE: 29/4/16

LINDA HEALD & CO PROPERTY LAWYERS
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1-3 TOWN HALL STREET
SOWERBY BRIDGE
HX6 2QD

6 2 If the Lender makes a demand, the Lender may then take possession or exercise any of its other powers without further delay

6 3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made

6 4 The Lender will not be liable to account to the Owner for any money not actually received by the Lender

7. Appointment of Receiver

The Lender may appoint or remove a receiver or receivers of the Property. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

8. Powers of the Lender and Receivers

8 1 The Lender or any receiver may

8 1 1 carry on the Owner's business that is conducted at the Property

8 1 2 enter, take possession of, and/or generally manage the Property

8 1 3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property

8 1 4 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Lender or a receiver under this power.

8 1 5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately

8 1 6 complete any transactions by executing any deeds or documents in the name of the Owner

8 1 7 take, continue or defend any proceedings and enter into any arrangement or compromise.

8 1 8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this

8 1 9 employ advisers, consultants, managers, agents, workmen and others

8 1 10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies

8 1 11 do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers

8 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations

8 3 Joint receivers may exercise their powers jointly or separately

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LINDA HEALD & CO PROPERTY LAWYERS

DATE: 29/4/16

HX6 2QD

8 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.

8.5 The Lender may exercise any of its powers even if a receiver has been appointed.

8 6 The Lender may set off any amount due from the Owner against any amount owed by the Lender to the Owner. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

8 7 Any credit balance with the Lender will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Lender allowing the Owner to make withdrawals will not waive this restriction.

9. Application of Payments

9 1 The Lender may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Lender decides.

9.2 If the Lender receives notice of any charge or other interest affecting the Property, the Lender may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

10. Preservation of Other Security and Rights and Further Assurance

10 1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Lender now or in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.

10.2 On request, the Owner will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

11. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Lender, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings which the Lender or any receiver may require for perfecting the title of the owner to the Property or for vesting the same in the owner, its nominee or any purchaser or in connection with any disposition, realisation or getting in the Property or any part thereof or in connection with any other exercise of any power under this deed.

12. More than One Owner

Where the Owner is more than one person the Owner's Obligations include their joint and several liabilities. References to the Owner are to them together and separately.

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DATE: 29/2/16

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1-3 TOWN HALL STREET
SOWERBY BRIDGE
HX6 2QD

13. Consents, Notices and Demands

- 13 1 All consents, notices and demands must be in writing
- 13 2 The Lender may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to the Lender
- 13 3 A notice or demand signed by an official of the Lender will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00 p m on a business day, or otherwise on the next business day A **business day** is a weekday other than a national holiday
- 13 4 A notice from the Owner to the Lender will be effective on receipt

14. Transfers


Neither party to this deed shall assign any of its rights and entitlements under this deed, save with the prior consent of the other parties

15. Law

- 15 1 English law governs this deed and the English courts have exclusive jurisdiction
- 15 2 For the benefit of the Lender, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction

Executed and Delivered as a deed by)
the Owner)

)
)
)


Director/Member

)
)
) _____
Director/Secretary/Member

If there is only one signature, which must be that of a Director/Member, a witness is required

Signed by the Director/Member in the presence of

Witness' signature

Linda Heald

Witness' name in full

LINDA HEALD

Address

LICENSED CONVEYANCER
2ND FLOOR CENTRAL BUILDINGS
1-3 TOWN HALL STREET

Occupation

SOWERBY BRIDGE HX6 2QD

Executed and Delivered as a deed by)
the Lender

)
) _____
) Director/Member
)
)
)
) _____
) Director/Secretary/Member

If there is only one signature, which must be that of a Director/Member, a witness is required

Signed by the Director/Member in the presence of

Witness' signature

Witness' name in full

Address

Occupation
