



Registration of a Charge

Company name: **SIGNATURE LIVING HOTEL LIMITED**

Company number: **08124207**



X7KNRSB9

Received for Electronic Filing: **12/12/2018**

Details of Charge

Date of creation: **23/11/2018**

Charge code: **0812 4207 0040**

Persons entitled: **STONEYGATE 2007 LIMITED**

Brief description: **FLAT 9, 38-40 VICTORIA STREET, LIVERPOOL, L1 6BX REGISTERED
UNDER TITLE NUMBER MS577140**

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: **MSB SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8124207

Charge code: 0812 4207 0040

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2018 and created by SIGNATURE LIVING HOTEL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2018 .

Given at Companies House, Cardiff on 13th December 2018

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**

HM Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: M0565730 M55 77 140
2	Property: Flat 9, 38-40 Victoria Street, Liverpool, L1 6BX
3	Date: 23 November 2018
4	Borrower: Signature Living Hotel Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: (08124207) <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: Stoneygate 2007 Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: (06344260) <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: Prospect House, 11-13 Lonsdale Gardens, Tunbridge Wells TN1 1NU

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

- 7 The borrower with
- ☒ full title guarantee
- ☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

- 8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register
- ☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

[Form P] No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Lender or their legal representatives for the time being of the Charge dated [] 2018 in favour of the chargee referred to in the charges register

9 Additional provisions

PREAMBLE

- 1) The Lenders wish to help the Borrower buy a property/land and have agreed to lend her some money for that purpose
- 2) It has been agreed that the Loan (as defined in the Heads of Terms dated 1st November 2018) will be subject to the interest therein
- 3) Repayment of the Loan will be due on any sale or disposition of the property and repayment is subject to the terms as noted in the Heads of Terms dated 1st November 2018

DEFINITIONS

1 In this deed the following terms shall have the following meanings:

'Indebtedness'

means the Loan, interest on it and all other money from time to time owing on the security of this deed and any document supplemental to it.

'Payment Days'

means any drawdown date and any further release of the 6 payments set out in the Heads of Terms dated 1st November 2018

'Loan'

means £411,311.05 (Four Hundred and Eleven Thousand and Three Hundred and Eleven Pounds and Five Pence)

'Redemption Date'

means the earlier of:

- 12 months from the date hereto or
- the date of sale of the Property
- or any default

'Heads of Terms'

means the Heads of Terms dated 1st November 2018 which is supplemental to this Charge.

'Interest'

means the interest asset out in the Heads of Terms dated 1st November 2018

'Property Taxes'

includes all council tax, rates, taxes, assessments, duties, charges and outgoings now or at any time payable in respect of the Property

'clause' and 'schedule'

mean respectively clauses or schedules in this deed unless the context shows a contrary meaning.

'parties'

means the parties to this deed.

ACKNOWLEDGMENT OF DEBT

2 The Borrower acknowledges that he is indebted to the Lenders for the Loan.

PAYMENT OF LOAN

3.1 Subject to clause 3.3 below the Borrower shall repay The Loan to the Lenders on the Redemption Date.

3.2 Subject to any payment due on any further drawdown date

3.3 The Borrower agrees to repay the Loan upon demand if:

3.3.2 the Borrower becomes subject to an interim order or makes a proposal for a voluntary arrangement under Part VIII of the Insolvency Act 1986 or enters, or seeks to enter, into any other form of composition or arrangement with his creditors whether in whole or in part; or

3.3.3 a petition is presented for the bankruptcy of the Borrower; or

3.3.4 the Borrower dies or becomes of unsound mind;

INSURANCE

4. The Borrower shall keep the Property insured against fire for its full reinstatement value for the time being in some insurance office of repute and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and shall have the Lenders interest noted on the policy and on demand produce to the Lenders the policy of insurance and the receipt for any premium payable in respect of it.

REPAIRS

5.1 The Borrower will hold joint responsibility to keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition.

ALTERATIONS

6. The Borrower will not without the previous written consent of the Lenders (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alteration to, or pull down or remove any or any part of, any buildings, fixtures and fittings, services and service media in or upon or associated with the Property.

COVENANTS

7.1 The Borrower shall pay all Property Taxes and comply with any covenants and other provisions affecting the Property in so far as they are to be paid or complied with by his and produce to the Lenders on demand such evidence as the Lenders reasonably require of their compliance with this covenant.

7.2 The Borrower shall not without the Lenders' written consent register under the Land Registration Acts 1925 to 2002 any person as proprietor of the Property and the costs incurred by the Lenders of entering from time to time a notice against registration of the Property shall be included in the indebtedness.

RESTRICTION ON LEASES

8. The Borrower shall not grant or agree to grant any lease or tenancy of the Property or any part of it

CONSOLIDATION

9. Section 93 of the Law of Property Act 1925 shall not apply to this deed.

POWER OF SALE AND APPOINTMENT OF RECEIVER

10.1 Section 103 of the Law of Property Act 1925 shall not apply to this deed

10.2 The statutory and other powers of sale and appointing a receiver shall arise on the date of this deed and shall become exercisable by the Lenders without notice to the Borrower immediately if:

10.2.1 the Lenders demand payment of any money secured by this deed and repayable on demand and it is not paid immediately;

10.2.2 any payment of any money payable by the Borrower under this deed is not paid on the payment date whether demanded or not;

10.2.3 the Borrower fails to comply with any of his obligations under this document or any document supplemental to it

NOTICES

11.1 Any notice given under this deed shall be in writing and may be served:

- personally;
- by registered or recorded delivery mail; or
- by any other means which any party specifies by notice to the others.

11.2 The Lenders' addresses for the service of notice shall be their above mentioned addresses or such other address as they specify by notice to the Borrower and the Borrower's address for such service shall be the Property.

11.3 A notice shall be deemed to have been served:

- if it was served in person, at the time of service;
- if it was served by post, 48 hours after it was posted; and

BORROWER'S DEFAULTS

12.1 If the Borrower fails to perform or observe any of his obligations under this document or the Heads of Terms dated 21st June 2018 the Lenders shall be entitled to charge interest at the Interest Rate from the date of default AND FURTHER the Lenders shall be entitled but not obliged to take such steps as they think fit in or towards making good the Borrower's default without becoming liable as mortgagees in possession and for that purpose to enter the Property

12.2 All money paid by the Lenders in the exercise of their rights under this deed shall be money properly paid by them and the Borrower shall pay them to the Lenders on demand with interest at the Interest Rate from the date of payment by the Lenders until the date of payment by the Borrower.

ATTORNEY

13 The Borrower irrevocably appoints the Lenders as his attorneys to execute any document or do anything which is required for any of the purposes of this document or the exercise or enforcement of any of the Lenders' rights and remedies under it.

INTERPRETATION

14.1 Except where the context renders it absurd or impossible every reference to any party to this document shall include his or her successors in title and personal representatives, by and against whom this agreement shall be enforceable as if they had been originally named as parties

14.2 In this document:

- words expressed in any gender shall where the context so requires or permits include any other gender;
- words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa;
- words expressed in the singular shall where the context so requires or permits include the plural; and
where any party is more than one person;
- that party's obligations in this document shall take effect as joint and several obligations;
- anything in this document which applies to that party shall apply to all of those persons collectively and each of them separately;
- the benefits contained in this document in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately; and
- the receipt of the survivor of joint holders of this document shall be a good discharge to the Borrower

14.3 The headings to clauses are inserted for ease of reference only and shall not affect the construction of this document.

14.4 References in this document to anything which any party is required to do or not to do shall include their acts, defaults and omissions, whether:

- direct or indirect;
- on his own account; or
- for or through any other person; and
- those which he permits or suffers to be done or not done by any other person.

14.5 The effect of all obligations affecting the Borrower under this document is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this document an express limitation or modification

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

Signed as a Deed by the said *Signature Living Hotel Limited acting by direction*
A Lawrence Kenwright and Katie Kenwright, for and on behalf of ~~Signature Living Hotel Limited~~

In the presence of:-

Witness signature

Witness Name Neil Kelly
Address Solicitor
MSB Solicitors
Occupation 1st Floor
No 4 St Paul's Square
Liverpool
L3 9SJ

Signed as a Deed by the said

Roderick David Langham, for and on behalf of Stoneygate 2007 Limited.

In the presence of:-

Witness signature

Witness Name

Address

Occupation

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.