

MR02

Particulars of a charge subject to which property
or undertaking has been acquired



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register
particulars of a charge subject to
which property or undertaking
has been acquired (where the
charge was created or evidenced
by an instrument).

✗ **What this form is NOT for**
You may not use this form to
register particulars of a charge
subject to which property or
undertaking has been acquired
where there is no instrument
form MR09.

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



You **must** enclose a certified copy of the instrument with this
form, scanned and placed on the public record. **Do not send the original**



A04

AAV6B00A

07/01/2022

#66

COMPANIES HOUSE

1 Company details

Company number 0 2 1 7 8 7 8 3

Company name in full TOWER PENSION TRUSTEES LIMITED

→ **Filling 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 1 5 0 6 2 0 2 1

3 Date property or undertaking was acquired

Date acquired 2 2 1 2 2 0 2 1

4 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 PENRALLT HOTEL LTD

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.

MR02

Particulars of a charge subject to which property or undertaking has been acquired.

5 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.

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.

Brief description

A legal charge over the leasehold property registered under title number CYM171877 and the freehold property registered under title number CYM651266 together known as Hotel Penrallt, Aberporth, Cardigan SA43 2BS

6 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.

☐ Yes

☒ No

7 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 8**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

8 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.

☒ Yes

☐ No

9 Trustee statement ^①

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.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

10 Signature

Please sign the form here.

Signature

Signature

X  X

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

MR02

Particulars of a charge subject to which property or undertaking has been acquired



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 Mark Allen

Company name Thompson Allen

Address 6 Marlborough Place

Post town Brighton

County/Region East Sussex

Postcode B N 1 1 U B

Country UK

DX 2754 Brighton

Telephone 01273 608003



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 entered the date on which the charge was created.
- ☐ You have entered the date on which the property or undertaking was acquired.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 4, 6, 7, 8 & 9.
- ☐ You have given a description in Section 5, 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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

Land Registry
Legal charge of a registered estate

CH1

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

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 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

Leave blank if not yet registered.	1 Title number(s) of the property: CYM171877 and CYM651266
Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.	2 Property: Hotel Penrallt, Aberporth, Cardigan (S143 2BS) AND Hotel Penrallt, Aberporth, Cardigan SA43 2BS
	3 Date: 15 JUNE 2021
Give full name(s). Complete as appropriate where the borrower is a company.	4 Borrower: PENRALLT GROUP LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 13141245 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
Give full name(s). Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with 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.	5 Lender for entry in the register: PENRALLT HOTEL LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 12182319 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
	6 Lender's intended address(es) for service for entry in the register: 3 Folville Street, Melton Mowbray LE14 2TE

We certify this to be a true copy of the original
Thompson Allen LLP
6 Marlborough Place
Brighton BN1 1UB

Thompson Allen
5/1/2022

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 <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate: 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 [15 JUNE 2021] in favour of Penrallt Hotel Ltd (CRN 12182319) referred to in the charges register.
9	Additional provisions 9. The Borrower gives, and the Lender agrees to accept, this charge as security for any sums due by the Borrower to the Lender pursuant to a sale agreement dated [15 MAY] 2021 and made between the Borrower (1) and the Lender (2) ("the Agreement"). 10. Covenants by the Borrower 10.1 The Borrower covenants with the Lender that during the continuance of the security afforded by this deed the Borrower will: 10.1.1 pay the money due in accordance with the Agreement 10.1.2 keep all buildings and other structures for the time being comprised in the Property in a good state of repair and decoration 10.1.3 keep insured all buildings and other structures for the time being comprised in the Property and all effects of an insurable nature on or forming part of the Property insured for the full cost of reinstatement or replacement 10.1.4 duly observe and perform all requirements of the insurers in relation to the Property 10.1.6 comply with all relevant statutes licences consents permissions and conditions affecting the Property 10.1.7 so long as any money remains owing on the security of this deed not cause or suffer any person to be registered under the Land Registration Act 2002 as the proprietor of the Property or any part of it 10.1.8 not without the prior written consent of the Lender (such consent not to unreasonably withheld or delayed) create or suffer to be created in respect of any part of the Property: 10.1.8.1 any lease tenancy or other right of occupation nor except with the Lender's prior written consent (such consent not to unreasonably withheld or delayed) to vary renew or accept the

surrender of any such lease tenancy or right of occupation nor to enter into any contract for such purpose

10.1.8.2 any mortgage pledge charge or other encumbrance nor suffer any lien to arise.

10.1.10 observe and perform all covenants, stipulations and conditions to which the Property or the use of it may be subject

10.1.11 pay all charges, rates, taxes, duties, assessments and other outgoings imposed on the Property or on its occupier.

11. Covenants by the Lender

11.1 The Lender shall have all the statutory powers of sale and appointment of a receiver at any time after the date of this deed when such powers shall be exercisable and accordingly the provisions of section 103 of the Law of Property Act 1925 do not apply to the security created by this Deed

11.1.1 As between the Lender and the Borrower the Lender will not exercise the statutory power of sale or its power to take possession of the Property unless there has been a failure to pay the sum secured by this charge for more than 30 days after it became due. In the event of any such non-payment or default the Lender shall be entitled to exercise such rights in and to possession of the Property as if all moneys secured by this deed were immediately due and payable

11.1.2 If the Lender exercises any of the statutory powers or the additional powers given by this deed the Lender shall not be deemed to be a mortgagee in possession or become liable as such

11.1.2.1 Subject to clause 11.1.1 all the powers and remedies conferred by statute or by this deed upon the Lender shall be exercisable free from any restrictions imposed by the Law of Property Act 1925 in the event of any default by the Borrower under the terms of the Agreement

12. Agreements and declarations

The Borrower and the Lender agree and declare that the power of sale under this Charge shall be deemed to arise on the execution of this Charge

12.1 The powers conferred upon the Lender by this Charge are in addition to all statutory and other powers conferred upon mortgagees.

12.2 The Lender may from time to time waive any breach of this Charge or grant any indulgence to the Borrower without affecting the Lender's rights, powers or remedies.


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

10 Execution

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.

SIGNED as a Deed by **BENJAMIN VARE**
PENRALLT HOTEL LTD, acting by

a director,
in the presence of:

Witness name: **RYAN ASTILL**
Witness signature: 
Witness address:

SIGNED as a Deed by
PENRALLT GROUP LTD, acting by

a director,
in the presence of:

Witness name:
Witness signature
Witness address:

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.

© Crown copyright (ref: LR/HO) 07/08



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2178783

Charge code: 0217 878 3 0906

The Registrar of Companies for England and Wales hereby certifies that a charge acquired by TOWER PENSION TRUSTEES LIMITED on 22nd December 2021 was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th January 2022 .

Given at Companies House, Cardiff on 11th January 2022



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**