

307784-13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



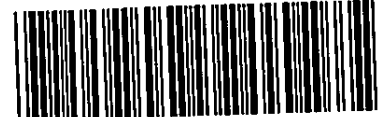
Companies House

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 the
instrument Use form MR02



R2HZ1R5M

RCS 30/09/2013 #128
COMPANIES HOUSE

A23 25/09/2013 #273
COMPANIES HOUSE

This form must be delivered to the Registrar for registration
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

1 Company details

Company number 0 3 7 1 9 6 9 7

Company name in full Rosemundy House Hotel Limited

For official use
1 0

→ 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 1 8 0 9 2 0 1 3

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 Barclays Bank Plc

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	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details	
Description	All that freehold property at St Agnes Meadery, Vicarage Road, St Agnes, Cornwall TR5 0TL			
5	Fixed charge or fixed security	<p data-bbox="357 1240 1145 1337">Does the instrument include a fixed 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 data-bbox="357 1344 469 1429"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
*	6	Floating charge	<p data-bbox="357 1487 1145 1561">Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p data-bbox="357 1568 651 1650"><input type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7</p> <p data-bbox="357 1657 1145 1731">Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p data-bbox="357 1738 469 1771"><input type="checkbox"/> Yes</p>	
*	7	Negative Pledge	<p data-bbox="357 1830 1145 1926">Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p data-bbox="357 1933 469 2018"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
*				

MR01.

Particulars of a charge

8

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)

9

Signature

Please sign the form here

Signature

Signature

X

Lee Anthony Lee

X

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

MR01

Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	G Poole
Company name	Foot Anstey LLP
Address	High Water House
	Malpas Road
Post town	Truro
County/Region	Cornwall
Postcode	T R 1 1 Q H
Country	England
DX	81200 Truro
Telephone	01872243312

**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

PROFORMA

Company Number 3719697
Company Name Rosemundy House Hotel Limited
Contact Name/ Organisation G Poole, Foot Anstey LLP
Address High Water House, Malpas Road, Truro TR1 1QH

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☒ Fixed charge tick box (applies only to MR01/LLMR01)
- ☒ Floating charge tick box (applies only to MR01/LLMR01)
- ☒ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

Fixed charge tick box (applies only to MR01/LLMR01)

Tick box No

Floating charge tick box (applies only to MR01/LLMR01)

Tick box No

Negative pledge tick box (applies only to MR01/LLMR01)

Tick box No



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3719697

Charge code: 0371 9697 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th September 2013 and created by ROSEMUNDY HOUSE HOTEL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2013.

Dx

Given at Companies House, Cardiff on 30th September 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

If a UK company/LLP executes this Legal Charge as Mortgagor, all parties understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House or the Land Registry

This Legal Charge

made the 18 day of September 2013

Between (1) ROSEMUNDY HOUSE HOTEL LIMITED
5-7 BERRY ROAD
NEWQUAY
CORNWALL

("the Mortgagor")

and (2) Barclays Bank PLC

("the Bank")

I/we hereby certify this to be a true
and accurate copy of the original
This 20 Day of September 2013

Witnesses and it is agreed and declared as follows -

- 1 The Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and will on such demand also retire all bills or notes which may for the time being be under discount with the Bank and to which the Mortgagor is a party whether as drawer acceptor maker or indorser without any deduction whatsoever
- 2 The Mortgagor with full title guarantee hereby charges by way of legal mortgage ALL THAT the property referred to in the schedule hereto ("the Mortgaged Property") with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Mortgagor
- 3 A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Mortgagor and sent by post to or left at the last known place of business or abode of the Mortgagor or at the option of the Bank if the Mortgagor is a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted
- 4 During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security
- 5 Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect a

BARCLAYS

552 March 2013

purchaser or put him upon inquiry whether such demand has been made

- 6
- (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property
 - (b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Legal Charge (including the power of attorney contained in Clause 6(g) hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary
 - (c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
 - (d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely -
 - (i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit,
 - (ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit,
 - (iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise,
 - (iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit,
 - (v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require,
 - (vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit,
 - (vii) to make any arrangement or compromise which the Bank or he shall think fit,
 - (viii) to make and effect all repairs improvements and insurances,
 - (ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine,

- (x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do,

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently

- (e) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit
- (f) In no circumstances shall the Bank be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any moneys not actually received by the Bank
- (g) The Mortgagor hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor for the Mortgagor and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid
- (h) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor or otherwise

- 7 The Mortgagor hereby covenants with the Bank that the Mortgagor during the continuance of this security will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank
- 8 All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured
- 9 All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all moneys expended by the Bank under clause 7 hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the

moneys hereby secured or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Bank's costs charges and expenses shall be on the full indemnity basis) shall be recoverable from the Mortgagor as a debt and may be debited to any account of the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof

- 10 The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Mortgagor by the Bank or on which the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Mortgagor or affecting the Mortgagor's liability under these presents or the security hereby created
- 11 This security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively
- 12 The Bank shall on receiving notice that the Mortgagor has incurred or disposed of the Mortgaged Property or any part thereof be entitled to close the Mortgagor's then current account or accounts and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received such notice
- 13 At any time after payment of the moneys hereby secured has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank
- 14 The Mortgagor hereby covenants with the Bank to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder
- 15 The Mortgagor hereby covenants with the Bank that -
 - (a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank,
 - (b) upon any such registration the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry

- 16 Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association
- 17 In these presents where the context so admits the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force
- 18 If there are two or more parties hereto of the first part the expression "the Mortgagor" shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertakings by such parties And in particular this security and the covenant in clause 1 hereof and the remaining covenants charges agreements and undertakings herein contained shall extend and apply to any moneys owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other person and references to the Mortgagor in relation to the retirement of bills and in clauses 3, 9, 10 and 12 shall mean and include any one or more of such parties as well as such parties jointly

In Witness whereof the Mortgagor has executed these presents as a deed the day and year first above written

The Schedule above referred to

The Freehold property known as or being ST AGNES MEADERY VICARAGE ROAD ST AGNES
CORNWALL
comprised in the document(s) particulars of which are set out below -

Complete if title is not registered at time of Charge	Date	Description (Conveyance, Lease Assignment, Mortgage, Assent, etc)	Parties
	26 NOVEMBER 1984	CONVEYANCE	Gwendolyns Pearl Edwards (1) The Gwynn Meadows Company (2)

Complete if title is registered at time of Charge	Land Certificate(s) Title No (s)	Administrative area

Executed as a deed by ROSEMUNDY HOUSE HOTEL LIMITED

D. Faulkner P Director _____ Witness
(if sole signatory only)

M. B. Faulkner P Director/Secretary

Company's Registered Number 03719697

The address of the Bank for service is

UK Banking Service Centre, P O Box No 299, Birmingham, B1 3PF

For use only in the case of unregistered land

Release

This Release made the _____ day of _____
between BARCLAYS BANK PLC of the one part and the within named
Mortgagor of the other part witnesses that the Bank hereby releases
the property comprised in or charged by the within written deed from
the charge thereby created and all claims and demands thereunder

In witness whereof _____ of _____
_____ in exercise of the
power conferred upon him by a Power of Attorney dated _____
the _____ day of _____
has executed this deed the day and year first above written

Signed as a Deed by the above
named _____

as the Attorney of the above _____
named BARCLAYS BANK PLC in the
presence of _____

Receipt pursuant to Section 115 of
the Law of Property Act 1925

Barclays Bank PLC hereby acknowledges this _____
_____ day of _____
that it has received the balance of the moneys (including interest and
costs) secured by the within written Deed the payment having been
made by the within named Mortgagor

For and on behalf of BARCLAYS BANK PLC

(A Manager)