

MR01

Particulars of a charge

028800/£104



Companies House

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

You can use the WebFil
Please go to www.companieshouse.gov.uk



R45QTH4Z

RCS 20/04/2015 #17

--- COMPANIES HOUSE ---

A44N7BVE

A08 04/04/2015 #44

COMPANIES HOUSE

☒ **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 MR01

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. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 09510349

Company name in full Coast & Country Sales Limited

For all other use

2

→ 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 31/03/2015

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 Coast & Country Housing Limited

(CRN 04201099)

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	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	28 Windmill Drive, Filey YO14 0FD registered at HM Land Registry and forming part of title number NYK300128 (Plot No 32, Mill Meadows, Filey)	
5	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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
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 <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X  X This form must be signed by a person with an interest in the charge	

MR01

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 **Martyn Tennant**

Company name **Swinburne Maddison LLP**

Address **Venture House**

Aykley Heads Business Centre

Post town **Durham**

County/region

Post code **D H 1 5 T S**

Country

DX

Telephone



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	09510349
Company Name	Coast & Country Sales Limited
Contact Name/ Organisation	Swinburne Maddison LLP
Address	Venture House Aykley Heads Business Centre Durham DH1 5TS

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)

MR01 in respect of 28 Windmill Drive (Plot 32), Filey

The fixed charge tick box 5 should be ticked "yes" Please amend accordingly.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9510349

Charge code. 0951 0349 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2015 and created by COAST & COUNTRY SALES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2015

Given at Companies House, Cardiff on 20th April 2015



Companies House



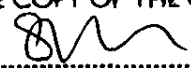
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 31 March 2015

COAST & COUNTRY SALES LIMITED
- and -
COAST & COUNTRY HOUSING LIMITED

SUPPLEMENTAL LEGAL MORTGAGE

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

Signed 
SWINBURNE MADDISON LLP
DATED THE 1st DAY OF April 2015

swinburnemaddison^{LLP}
Legal solutions that fit

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THIS DEED is dated

31 March

2015

PARTIES

- (1) **Coast & Country Sales Limited** incorporated and registered in England and Wales with company number 09510349 whose registered office is at 14 Ennis Square, Dormanstown, Redcar TS10 5JR (**Borrower**), and
- (2) **Coast & Country Housing Limited**, incorporated and registered in England and Wales with company number 04201099 whose registered office is at 14 Ennis Square, Dormanstown, Redcar TS10 5JR (**Lender**)

BACKGROUND

- (A) This Deed is supplemental to the Debenture
- (B) The Borrower owns the Mortgaged Property

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

Unless the context otherwise requires, terms defined in the Debenture shall have the same meaning when used in this Deed including, for the avoidance of doubt, when used in provisions of the Debenture incorporated by reference into this Deed. The following definitions also apply in this Deed

Debenture: the debenture dated 31 March 2015 between the Borrower and the Lender

Mortgaged Property: the freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1

Supplemental Insurance Policy: each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of the Mortgaged Property

Supplemental Secured Assets: all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this Deed

1.2 INCORPORATION OF INTERPRETATION AND OTHER PROVISIONS

The provisions of clauses 1.2 to 1.6 (other than clause 1.4) of the Debenture shall (as far as the context permits) apply to this Deed as if set out in this Deed in full except that references in the Debenture to "this Deed" shall be construed as references to this Deed

1.3 NATURE OF SECURITY OVER REAL PROPERTY

A reference in this Deed to a charge or mortgage of or over the Mortgaged Property includes

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Mortgaged Property at any time,

- (b) the proceeds of the sale of any part of that Mortgaged Property and any other monies paid or payable in respect of or in connection with that Mortgaged Property,
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Mortgaged Property, and any monies paid or payable in respect of those covenants, and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Mortgaged Property

2 COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due

3. GRANT OF SECURITY

3.1 LEGAL MORTGAGE

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of first legal mortgage, the Mortgaged Property

3.2 FIXED CHARGES

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first fixed charge

- (a) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Mortgaged Property, and
- (b) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on at the Mortgaged Property or the use of any Supplemental Secured Asset, and all rights in connection with them

3.3 ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Supplemental Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Supplemental Insurance Policy

4. REPRESENTATIONS AND WARRANTIES

4.1 INCORPORATION OF REPRESENTATIONS AND WARRANTIES

The representations and warranties set out in clause 5.2 to clause 5.22 (inclusive) (except clause 5.21) of the Debenture shall apply to this Deed as if

set out in this Deed in full (with the necessary modifications) and as if references in those clauses to

- (a) "this Deed" were to this Deed,
- (b) an "Insurance Policy" were to a Supplemental Insurance Policy,
- (c) a "Property" were to the Mortgaged Property, and
- (d) "Secured Assets" were to the Supplemental Secured Assets

4.2 TIMES FOR MAKING REPRESENTATIONS AND WARRANTIES

The representations and warranties referred to in clause 4.1 are made by the Borrower on the date of this Deed in relation to the Supplemental Secured Assets and the representations and warranties contained in clause 5.2 to clause 5.10 (inclusive) and clause 5.12 to 5.22 (inclusive (except clause 5.21) of the Debenture and incorporated by reference into this Deed are deemed to be repeated in relation to the Supplemental Secured Assets on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition

5. COVENANTS

5.1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Borrower shall not at any time, except with the prior written consent of the Lender

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Supplemental Secured Asset other than any Security created by this Deed or the Debenture,
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Supplemental Secured Assets, or
- (c) create or grant (or purport to create or grant) any interest in the Supplemental Secured Assets in favour of a third party

5.2 INCORPORATION OF OTHER COVENANTS

The provisions of clause 6 (other than clause 6.1 and clause 6.11), clause 7 (other than clause 7.16), clause 10 and clause 11 of the Debenture shall apply to this Deed and the Security constituted by it as if set out in this Deed in full (with the necessary modifications) and as if references in those clauses to

- (a) "this Deed" were to this Deed,
- (b) an "Insurance Policy" were to a Supplemental Insurance Policy,
- (c) a "Property" were to the Mortgaged Property, and
- (d) "Secured Assets" were to the Supplemental Secured Assets

6. PERFECTING THE SECURITY

6.1 REGISTRATION AT THE LAND REGISTRY

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Mortgaged Property

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 31 March 2015 in favour of Coast & Country Housing Limited referred to in the charges register or their conveyancer."

6.2 FURTHER ADVANCES

The Lender covenants with the Borrower that it shall perform its obligations to make advances under the Facility Agreement (including any obligation to make available further advances)

7. INCORPORATION OF TERMS FROM DEBENTURE

7.1 The provisions of clause 4 and clause 13 to clause 30 (inclusive) (other than clause 28) of the Debenture shall apply to this Deed and the Security constituted by it as if set out in this Deed in full (with the necessary modifications) and this Deed shall be construed with the intent and effect that all the rights, obligations, covenants, assurances and provisions, express or implied, contained in or subsisting in relation to the Debenture in those provisions shall apply to this Deed and to the Security constituted by it as if expressly set out in this Deed and as if references in the Debenture to

- (a) "this Deed" were to this Deed,
- (b) an "Insurance Policy" were to a Supplemental Insurance Policy,
- (c) a "Property" were to the Mortgaged Property, and
- (d) "Secured Assets" were to the Supplemental Secured Assets

8. CONTINUATION OF EXISTING SECURITY

8.1 DEBENTURE REMAINS IN FULL FORCE AND EFFECT

Except as supplemented by this Deed, the Debenture remains in full force and effect. The definition of "Secured Assets" contained in the Debenture shall, for the avoidance of doubt, include all, or the relevant part, of the rights, property, assets and undertaking mortgaged, charged or assigned, as the case may be, under clause 3

8.2 REFERENCES TO THIS DEED IN DEBENTURE

References in the Debenture to "this Deed" and similar expressions are deemed to be references to the Debenture as supplemented by this Deed

9. COUNTERPARTS

9.1 COUNTERPARTS

- (a) This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed
- (b) No counterpart shall be effective until each party has executed and delivered at least one counterpart

10. NOTICES

10.1 DELIVERY

Any notice or other communication given to a party under or in connection with this Deed shall be

- (a) in writing,
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax, and
- (c) sent to
 - (i) the Borrower at
15 Ennis Square, Dormanstown, Redcar TS10 5JR
Fax: 01642 771334
Attention: The Directors
 - (ii) the Lender at
15 Ennis Square, Dormanstown, Redcar TS10 5JR
Fax: 01642 771334
Attention: The Chief Executive Officer

or to any other address or fax number as is notified in writing by one party to the other from time to time

10.2 RECEIPT BY BORROWER

Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received

- (a) if delivered by hand, at the time it is left at the relevant address,
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after the day posting, and
- (c) if sent by fax, when received in legible form

A notice or other communication given as described in clause 10.2(a) or clause 10.2(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day

10.3 RECEIPT BY LENDER

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt

10.4 SERVICE OF PROCEEDINGS

This clause 10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

10.5 NO NOTICE BY E-MAIL

A notice or other communication given under or in connection with this Deed is not valid if sent by e-mail

11. GOVERNING LAW AND JURISDICTION

11.1 GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

11.2 JURISDICTION

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction

11.3 OTHER SERVICE

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 11.2 being served on it in accordance with the provisions of this Deed relating to service of notices Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law

THIS AGREEMENT HAS BEEN ENTERED INTO AS A DEED ON THE DATE STATED AT THE BEGINNING OF IT

Schedule 1
Mortgaged Property


(Plot No 32 Mill Meadows, Filey)

28 Windmill Drive, Filey YO14 0FD registered at HM Land Registry and forming part
of title number NYK300128

**Executed as a deed by Coast &
Country Sales Limited acting by**

HAZEL DALE

a director, in the presence of



Director HAZEL DALE



Witness signature

Witness name, VICTORIA WALTON

Witness occupation SOLICITOR

Witness address VENTURE HOUSE
 AYKLEY HEADS BUSINESS CENTRE
 DURHAM

(Please print)

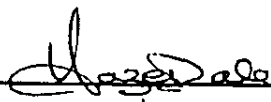
Executed as a deed by

HAZEL DALE

as attorney for


Coast & Country Housing Limited

in the presence of



HAZEL DALE

as attorney for Coast & Country
Housing Limited



Witness signature

Witness name, VICTORIA WALTON

Witness occupation SOLICITOR

Witness address VENTURE HOUSE
 AYKLEY HEADS BUSINESS CENTRE
 DURHAM

(Please print)