

The Insolvency Act 1986

**Receiver or Manager or
Administrative Receiver's
Abstract of Receipts and
Payments**

S.38/R

Pursuant to section 38 of the Insolvency Act 1986
Rule 3.32(1) of the Insolvency Rules 1986

To the Registrar of Companies

For official use



* Administrative
Receivership only

- * To the company
- * To the members of the creditors' committee
- * To the appointor of administrative receiver

Company Number

04605382

Name of Company

Insert full
name of company

04605382 Limited (Previously Tregaea Hotel Limited)
The Tregaea Hotel, High Street, Padstow, Cornwall PL28 8BB **Limited**

XWe A B Hughes & J P Smith

of Alder King, Pembroke House, 15 Pembroke Road, Clifton, Bristol, BS8 3BA

* Delete as
appropriate

appointed [receiver] [~~manager~~] [~~receiver and manager~~] [~~administrative receiver~~] of the
company on

Insert date

20 03 2014

present overleaf [~~my~~] [our] abstract of receipts and payments for the period from

20 03 2014

to

30.09 2014

Number of continuation sheets (if any attached) 0

Signed

Date 10.10 2014

Presenter's name,
address and
reference (if any)

Abigail Dinardo
Alder King
Pembroke House
15 Pembroke Road
Clifton
Bristol
BS8 3BA

For Official Use

Insolvency Section | Post Room

WEDNESDAY

A3K130XN

A31 | 05/11/2014 | #136

COMPANIES HOUSE

Abstract

Note

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since he was appointed

* delete as appropriate

Receipts		
Brought forward from previous Abstract (if any)	£	p
Sale Proceeds	637,010	00
Insurance Rebate	3,620	12
Carried forward to XXXXXXXXXX [next Abstract]	640,630	12
Payments		
Brought forward from previous Abstract (if any)	£	p
Legal Fees	5,429	00
Receivers' Fees	12,000	00
Marketing	717	60
Insurance	5,724	00
Agent's Sale Fees	13,377	20
Bank Charges	41	00
Management Fees	1,800	00
Repossession & Security Costs	888	00
Fire Reinstatement Cost Assessment	300	00
Transfer of Sale Proceeds	600,353	32
Carried forward to XXXXXXXXXX [next Abstract]	640,630	12

* delete as appropriate

**DEED OF APPOINTMENT
OF RECEIVERS OF MORTGAGED PROPERTY
UNDER EXPRESS POWER**

THIS APPOINTMENT is made the ²⁰ day of March 2014

BETWEEN

- (1) **Bank of Scotland PLC** (company registration number SC327000) (previously known as The Governor and Company of the Bank of Scotland) whose registered office is at The Mound, Edinburgh, EH1 1YZ (the "Lender") and
- (2) **Andrew Burton Hughes and Julian Paul Smith** both of Alder King LLP, Pembroke House, 15 Pembroke Road, Clifton, Bristol, BS8 3BA (the "Receivers")

WHEREAS

- (A) By the Charge, the Mortgagor charged the Property to the Lender by way of legal mortgage to secure payment of the Secured Liabilities (as defined in the Charge) to the Lender.
- (B) Following the occurrence of certain events, the power to appoint a receiver under the Charge has become exercisable.

NOW IT IS AGREED as follows:

1. Interpretation

1.1 In this Deed the following words and expressions shall, except where otherwise expressly stated, have the following meanings

"Charge"	a charge granted by the Mortgagor in favour of the Lender over the Property, dated 17 January 2003,
"Property"	the freehold property known as The Tregear Hotel, High Street, Padstow, Cornwall, PL28 8BB registered at the Land Registry under Title Number CL144028, and
"Mortgagor"	04605382 Limited (previously Tregear Hotel Limited) (company registration number 04605382) whose registered office is at 6, Church Close, Yatton, North Somerset, BS49 4HG

- 1 2 In this Deed, a reference to the Receivers includes a reference to any person or persons for the time being holding that office

2. Default

The money secured by the Charge has become due and payable and the security constituted by it has become enforceable

3. Appointment of Receivers

In pursuance of the powers given to the Lender by the Charge and all other powers conferred upon the Lender by statute or otherwise, the Lender appoints the Receivers to be the receivers and managers of the Property and all the income of the Property (if any) and to exercise all the powers of a receiver (either jointly or severally) given by the Charge or by statute or otherwise

4. Agency of Receivers

It is declared that the Receivers shall be the agents of the Mortgagor for all purposes and that the Mortgagor shall be solely responsible for their acts, defaults, contracts, engagements, omissions, losses, remuneration and any liabilities howsoever incurred.

5. Acts of Receivers

Any act required or authorised under any enactment or otherwise to be done by the Receivers may be done by any one of the Receivers acting on behalf of all of them and the powers, authorities and discretions given to the Receivers by this Deed or by the Charge or by statute shall be exercisable by any one of the Receivers acting on behalf of all of them

6. Receivers not to take Possession

The Lender directs, and by accepting the appointment contained in this Deed the Receivers acknowledge, that the Receivers shall not take possession or go into occupation of the Property (other than as agent of the Mortgagor) without the prior written instruction of the Lender

7. Application of Monies

The Lender directs that the Receivers shall, unless otherwise directed by the Lender in writing, apply the monies received by them in the exercise of the powers hereby conferred upon them in the manner directed by the Charge

8. Insurance

The Lender directs the Receivers to insure and keep insured the Property and all such effects of an insurable nature charged by the Charge as the Receivers shall consider appropriate and against such risks in such amounts and with such insurers as they may think fit.

9. Receivers' Remuneration

The Receivers shall be entitled to remuneration for the performance of their duties and for the reimbursement of all charges and expenses incurred by them as joint receivers in the manner set out in the Charge or as from time to time agreed in writing between the Lender and the Receivers

10. Governing Law

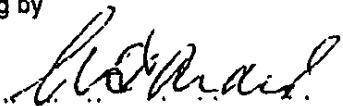
This Deed shall be governed by and construed in accordance with the laws of England and Wales

IN WITNESS WHEREOF this Deed has been executed by the Lender and is intended to be and is hereby delivered on the date first above written

EXECUTED and DELIVERED as a DEED for and on behalf of

Bank of Scotland PLC

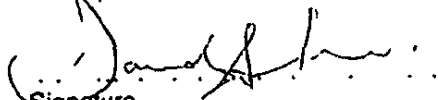
acting by


Signature

M. FALWER
Print name

Authorised attorney

In the presence of


Signature

DAVID D. SINCLAIR
Print Name

CITYMARK, 150 FOUNTAINBRIDGE
EDINBURGH 1

Address



Companies House

Company Details

Name & Registered Office

04605382 LIMITED
6 CHURCH CLOSE
YATTON
BRISTOL
BS49 4HG

Company No. 04605382

Status Live but Receiver Manager on at least one charge

Date of Incorporation 02/12/2002

Country of Origin United Kingdom

Company Type Private Limited Company

Nature of Business (SIC)

5510 - Hotels and Motels with (or without) restaurant

Accounting Reference Date 31/12

Last Accounts Made Up To 31/12/2010 (TOTAL EXEMPTION SMALL)

Next Accounts Due 30/09/2012 OVERDUE

Last Return Made Up To 18/11/2010

Next Return Due 16/12/2011 OVERDUE

Mortgage. Number of charges. 1 (1 outstanding / 0 satisfied / 0 part satisfied)

Last Members List 18/11/2010

Insolvency History

Previous Names:

No previous name information has been recorded over the last 20 years

UK Establishment Details

There are no UK Establishments associated with this company

Overseas Company Info

There are no Overseas Details associated with this company