312215/26

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 Web
Please go to www com

WEDNESDAY

A4MDIKVE
A09 16/12/2015 #494
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 NO**
You may not use this fo register a charge where instrument Use form M

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**

For official use 2

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	0 9 5 0 1 9 8 4
Company name in full	28 Willow Lane Limited

2 Charge creation date

Charge creation date	d 3 d 0 m 1 m 1 y 2 y 0 y 1 y 5

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	HSBC 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 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 Mortgage over the freehold property known as 28 Willow Lane, Mitcham, Surrey
H M Land Registry Title Number SY93480

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

☐ **Yes**

☑ **No**

6 Floating charge

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

☐ **Yes** Continue

☑ **No** Go to **Section 7**

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

☐ **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

☑ **Yes**

☐ **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

☐

[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 Eversheds LLP 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 David Marshall

Company name Eversheds LLP

Address 1 Callaghan Square

Post town Cardiff

County/Region

Postcode C F 1 0 5 B T

Country

DX 33016 CARDIFF

Telephone 0845 498 7160

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9501984

Charge code: 0950 1984 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th November 2015 and created by 28 WILLOW LANE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2015

DK

Given at Companies House, Cardiff on 22nd December 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

28 Willow Lane

Checker's Initials

WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL
SOLICITOR
3.12.2015
EVERSHEDS LLP

HSBC Bank plc

scan for re
Permitted redactions

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition)

- HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them Normally, HSBC Bank plc will not inform you of existing or future debts or liabilities of the Borrower
- The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Bank plc on the Borrower's behalf
- If there is more than one person named as Borrower, this Mortgage will be held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you

This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

THIS LEGAL MORTGAGE dated the 30th day of November 2015

BETWEEN Mortgagor 28 Willow Lane Limited (Company Number 09501984) and Timothy Leslie Charles Farmiloe and John William Horner and Rowanmoor Trustees Limited (Company Number 01846413) as trustees for the time being of the Farmiloe & Farmiloe (WBS) Ltd EPS ("you")

and HSBC BANK plc ("the Bank"), whose address for service for entry on the register is Securities Processing Centre, P O Box 6304, Coventry, CV3 9JY

to secure the Debt of Borrower 28 Willow Lane Limited (Company Number 09501984) ("Borrower", which shall additionally have the meaning set out in paragraph 2 of the Conditions)

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the **separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition) ("the Conditions")** which are incorporated in this Mortgage and of which you acknowledge receipt The Property and other assets and the Debt are described and defined below and in the Conditions

The Main Subject Matter of this Mortgage

1. The Property and the other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

(a) the Property, The Freehold property known as 28 Willow Lane Mitcham Surrey registered at H M Land Registry with title number SY934480

(b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property,

(c) any shares or membership rights mentioned in paragraph 3 of the Conditions,

(d) any goodwill of any business from time to time carried on at the Property,

(e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property, and

(f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Borrower

2 The Debt which is secured on the Property and other assets

The Debt ("the Debt") is

(a) all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent and whether now or in the future due, or becoming due, from the Borrower to the Bank, including but not limited to

(i) overdrafts, personal and other loans or facilities and further advances of money,

(ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities,

(iii) discount, commission and other lawful charges and expenses,

(iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement

(b) money agreed to be paid by you under paragraph 24 of the Conditions

(c) any amount due under the indemnity in paragraph 33 of the Conditions

Provided that the amount recoverable by the Bank under the Mortgage shall be limited to the greater of

(1) the sum equivalent to the value of the share and interest of the Borrower in the Property as at the date of this Mortgage but valued at the date this Mortgage is enforced or redeemed (as the case may be),

(2) the amount of the net proceeds of sale of the Property attributable to the Borrower's share in the Property

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Borrower and the Bank

3 Restriction

You, and if there is more than one of you, each of you, apply to the HM Chief Land Registrar to enter the following restriction against the title mentioned above

"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 30 November 2015 in favour of HSBC Bank plc referred to in the Charges Register "

IMPORTANT - PLEASE READ THE NOTES OVERLEAF BEFORE SIGNING THIS MORTGAGE

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

affix the common seal of

Executed as a Deed by Rowanmoor Trustees Limited in its capacity as the mortgagor and trustee for the Farmiloe & Farmiloe (WBS) Ltd EPS

in the presence of

[redacted]

Authorised Signatory

~~Signature of director~~ [redacted]

Name of director Authorised Signatory

~~Signature of director/secretary~~

~~Name of director/secretary~~ ~~Authorised Signatory~~

Signed as a deed by Timothy Leslie Charles Farmiloe in his capacity as a mortgagor and a trustee for the Farmiloe & Farmiloe (WBS) Ltd EPS

[redacted]

in the presence of

Full name of witness LINDA PANG

(Block letters)

Signature of witness [redacted]

Address ALLEYN HOUSE, CARLTON CRESCENT, SOUTHAMPTON SO15 2EU

Occupation SOLICITOR

[redacted]

Signed as a deed by John William Horner in his capacity as a mortgagor and a trustee for the Farmiloe & Farmiloe (WBS) Ltd EPS

[redacted]

in the presence of

Full name of witness LINDA PANG

(Block letters)

Signature of witness [redacted]

Address ALLEYN HOUSE, CARLTON CRESCENT SOUTHAMPTON SO15 2EU

Occupation SOLICITOR

Executed as a Deed by 20 Willow Lane Limited in its capacity as the mortgagor

[redacted]

T. FARMILOE

Signature of director

Name of director

[redacted]

J HORNER

Signature of director/secretary

Name of director/secretary

For and on behalf of HSBC Bank plc

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]