



Registration of a Charge

Company name: **BELTON FARM LIMITED**

Company number: **01129055**



X98TKA5S

Received for Electronic Filing: **08/07/2020**

Details of Charge

Date of creation: **02/07/2020**

Charge code: **0112 9055 0013**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **BELTON FARM HOUSE, BELTON FARM, WHITCHURCH, SHROPSHIRE**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WEIGHTMANS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1129055

Charge code: 0112 9055 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd July 2020 and created by BELTON FARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2020 .

Given at Companies House, Cardiff on 9th July 2020

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

HSBC UK Bank plc

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 HSBC UK Bank plc Mortgage Deed Conditions (2019 edition). You should sign this Mortgage in front of a witness who should be your solicitor or other legal adviser.

- HSBC UK Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC UK 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 UK 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 UK Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC UK Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC UK Bank plc on your behalf.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC UK 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 UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Direct Legal Mortgage A1mco

THIS LEGAL MORTGAGE dated the
and Twenty

2

day of July

Two thousand

BETWEEN Mortgagor: Belton Farm Limited Number 01129055 ("you")

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

WITNESSES that this Mortgage which incorporates the Mortgage Deed Conditions (2019 edition) ("the Conditions") is given by you over the Property and other assets to secure the Debt.

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 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: Freehold property known as Belton Farm House Belton Farm Whitchurch Shropshire registered at HM Land Registry with title number;
- (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 4 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 you.

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

2.1 The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt") including without limitation:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of your other contingent liabilities owed to the Bank;
- (c) discount, commission and other lawful charges and expenses;
- (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank of England 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;
- (e) money agreed to be paid by you under paragraph 26 of the Conditions; and
- (f) any amount due under paragraph 36 of the Conditions.

The Debt is not any money and liabilities arising under a regulated agreement as defined under section 189 of the Consumer Credit Act 1974, unless agreed between you and the Bank.

2.2 You covenant with the Bank to pay or discharge the Debt on demand when the Debt becomes due and payable.

Form of Charge Filed at HM Land Registry under reference MD1552B

3. Restriction

You, and if there is more than one of you, each of you, apply to the H M 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, 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 _____ in favour of HSBC UK Bank plc referred to in the Charges Register".

IMPORTANT – PLEASE READ THE NOTES ON PAGE ONE AND THE CONDITIONS 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

Executed as a deed by the Belton Farm Limited acting by:

Signature _____

Director

Name in full _____

(Block letters)

(For use by a Company with multiple directors and/or a Company Secretary)

Signature _____

Director/Company Secretary

Name in full _____

(Block letters)

Executed as deed by the Belton Farm Limited acting by:

Signature J. Beckett

Director

Name in full JAMES BECKETT

(Block letters)

(For use where one director is authorised to sign)

In the presence of:
Signature of witness P. Grinter

Witness

Full name of witness PATRICK GRINTER

(Block letters)

Address: 100 OLD HALL ST

Occupation: SOLICITOR

BOARD RESOLUTION

PLEASE NOTE: THIS IS A SAMPLE FORM OF MINUTES ONLY. THE COMPANY AND/OR ITS SOLICITORS ARE RESPONSIBLE FOR THE PREPARATION OF THE COMPANY'S BOARD MINUTES AND FOR ENSURING THAT THEY ACCURATELY REFLECT THE MATTERS DISCUSSED AT THE BOARD MEETING TO WHICH THEY REFER.

BOARD RESOLUTIONS

Belton Farm Limited
(the Company)

Minutes of a meeting of the board of directors of the Company held at _____ on _____ [DATE]

at _____ [TIME].

PRESENT:

NAME

POSITION

.....
.....
.....

IN ATTENDANCE:

NAME

POSITION

.....
.....
.....

1 CHAIRPERSON

_____ [NAME] was appointed chairperson of the meeting.

2 NOTICE AND QUORUM

The chairperson reported that due notice of the meeting had been given and that a quorum was present. Accordingly, the chairperson declared the meeting open.

3 BUSINESS OF THE MEETING

The chairperson reported that the business of the meeting was to approve the Company entering into a Legal Mortgage over a Property known as Freehold property known as Belton Farm House Belton Farm Whitchurch Shropshire to be given by the Company in favour of HSBC UK Bank plc (the "Bank") (the "Document").

4 DECLARATIONS OF INTEREST

The chairman noted that under section 177 of the Companies Act 2006 each director had to declare the nature and extent of any direct or indirect interest that director may have in the matter(s) under consideration to the extent that he or she had not already declared that interest to the other directors. The directors declared the following interests (if any):

Name	Nature and extent of interest
------	-------------------------------

The chairperson confirmed that, taking into account all interests declared (whether before or at the meeting), there would be a quorum for all the business of the meeting under the terms of the Company's articles of association

5 DOCUMENTS PRODUCED TO THE MEETING

The latest draft of the Document was produced to the meeting.

6 RESOLUTIONS

6.1 It was noted that, at the time of deciding to commit the Company to the Document:

- (a) the Company is not insolvent and will not become insolvent as a result of entering into and performing its obligations under the Document

6.2 Following consideration, including consideration of the terms of the Document, the transactions contemplated by it and the matters referred to in section 172(1) of the Companies Act 2006, the meeting resolved that the Document and the transactions contemplated by it would promote the success of the Company for the benefit of its members as a whole and further resolved that:

- (a) The terms of, and the transactions contemplated by the Document and any ancillary or related documents:
 - (i) be and are approved; and
 - (ii) are in accordance with and not in contravention of the Company's articles of association or other constitutional documents or any law or other obligation of the Company,

and that the Company execute or sign (as appropriate) the Document and any ancillary or related documents.

- (b) Any director, or in the case of any document to be executed as a deed, any two directors or any one director and the company secretary or any director in the presence of a witness who attests his signature, be and are authorised to sign:

- (i) the Document;

- (ii) any documents required to be signed or executed under the Document, or otherwise ancillary or related to the Document;
- (iii) any documents amending, varying, novating or supplementing the Document; and
- (iv) any other document that such signatory considers necessary or desirable in relation to the Document,

and any director is authorised to agree and approve any amendments made to any such documents after the holding of this meeting.

- (c) Any director be and is authorised to sign and/or dispatch or deliver all other documents, notices and certificates to be signed and/or dispatched or delivered by the Company under or in connection with the Document and to do any other act, matter or thing as he or she may deem necessary or desirable to be done or executed in connection with the financing to be provided to the Company or the Document.

7 CLOSE

There was no further business and the chairperson declared the meeting closed.



Chairperson

[DATE]