



Registration of a Charge

Company Name: **HOP FARM REAL ESTATE LIMITED**

Company Number: **05317618**



XBW1XL7T

Received for filing in Electronic Format on the: **26/01/2023**

Details of Charge

Date of creation: **17/01/2023**

Charge code: **0531 7618 0020**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5317618

Charge code: 0531 7618 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th January 2023 and created by HOP FARM REAL ESTATE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th January 2023 .

Given at Companies House, Cardiff on 27th January 2023

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**

THIS DOCUMENT AND THE BANK'S DEBENTURE TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Owner: Hop Farm Real Estate Limited **Registered No:** 05317618

Bank: National Westminster Bank Plc

The Bank's Debenture Terms form part of this deed and are available to be read and printed online.

To access the Terms go to www.natwest.com/terms and enter **deb0521**, or a copy can be obtained from the Owner's Relationship Manager or the contact at the Bank who supplied this deed.

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- 1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:
 - 1.2.1 the **Property** charged by Clause 2. References to Property include any part of it.
 - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, gives to the Bank:

- 2.1 a fixed charge over the following property of the Owner, owned now or in the future:
 - 2.1.1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land.
 - 2.1.2 all plant and machinery, including any associated warranties and maintenance contracts.
 - 2.1.3 all the goodwill of the Owner's business.
 - 2.1.4 any uncalled capital.
 - 2.1.5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.

A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.
- 2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.
- 2.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments.
- 2.2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank.

BANK'S COPY

Resolution re Debenture

Extract from the Minutes of a Meeting of the Director(s) of Hop Farm Real Estate Limited Registered
No: 05317618

"After considering all the circumstances and on being satisfied that it is (1) in the interests of the Company for the purpose of carrying on its business and (2) consistent with the Directors' duties to promote the success of the Company for the benefit of its members as a whole, **it was resolved** that a debenture be granted to National Westminster Bank Plc (in the form produced and incorporating the standard Debenture Terms) to secure all the Company's liabilities to the Bank and that the Debenture be executed by the Company."

I certify that:-

1. the above is a true extract from the Minutes of a Meeting of the Director(s) of the Company at which (all appropriate interests having been declared) a quorum entitled to vote was present held on * 17th January 2023 and that a copy of the Debenture has been retained by the Company.
2. when the Debenture was signed on ** 17th January 2023 the signatory/ies to the Debenture held the capacity/ies stated below their signature(s).

Signature of Secretary 

Date: *** 17 / 1 / 23

* Insert date of Meeting

** Insert date of Signing of Debenture

*** Insert date of Signing of Resolution