



Registration of a Charge

Company name: **DUNCAN & TOPLIS HOLDINGS LIMITED**

Company number: **09127501**



X3M2NA5F

Received for Electronic Filing: **05/12/2014**

Details of Charge

Date of creation: **05/12/2014**

Charge code: **0912 7501 0004**

Persons entitled: **HSBC BANK PLC**

Brief description: **A LEGAL MORTGAGE OVER THE FREEHOLD PROPERTY KNOWN AS
2B, 3,4,5,6,7 & 8 CASTLEGATE, GRANTHAM & LYNX HOUSE ELMER
STREET SOUTH, GRANTHAM, LINCOLNSHIRE HM LAND REGISTRY
TITLE NUMBER(S) LL239485, LL128096**

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:

HSBC BANK PLC



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9127501

Charge code: 0912 7501 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2014 and created by DUNCAN & TOPLIS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2014 .

Given at Companies House, Cardiff on 8th December 2014

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

Checker's Initial	
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HSBC 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 separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official.

- 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.

Third-Party Legal Mortgage A2dco

THIS LEGAL MORTGAGE dated the
thousand and 14

05

day of 12

two

BETWEEN Mortgagor: Duncan & Tophis Holdings Limited Number: 09127501
("you")

and HSBC Bank plc ("the Bank") whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, P.O. Box 3924, Sheffield S1 9BD

to secure the Debt of Borrower: Duncan & Tophis Limited Number: 04544710
("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 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 2b,3,4,5,6,7 & 8 Castlegate and Lynx House Elmer Street South Grantham registered at H M Land Registry with title number: LL239485 and LL128096;
- (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 future due, or becoming due, from the Borrower to the Bank.

This includes, but is not limited to (whether as originally given or subsequently varied, extended or increased in any way):

- (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;

Form of Charge Filed at H M Land Registry under reference MD618V

- (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.
- 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 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 is to be registered without a written consent signed by the proprietor for the time being of the charge dated 05/12/14 in favour of the HSBC Bank plc referred to in the Charges Register".

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.

IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE

Signed as deed by Duncan & Toplis Holdings Limited acting by

Signature

{REDACTED}

or

Name in full

Duncan C. Smith
(Block letters)

(For use by a Company
without a Common Seal)

Signature

{REDACTED}

Director/Secretary

Name in full

James Duncan Smith
(Block letters)

Signed as deed by Duncan & Toplis Holdings Limited acting by

Signature

Director

Name in full

(Block letters)

(For use where one director is
authorised to sign)

In the presence of:

Signature of witness

Witness

Full name of witness

(Block letters)

Address:

Occupation:

For and on behalf of HSBC Bank plc

