



**Registration of a Charge**

Company name: **SUSSEX INVESTMENTS (STOCKBRIDGE) LIMITED**  
Company number: **11389995**



X7L9G98Z

Received for Electronic Filing: **21/12/2018**

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**Details of Charge**

Date of creation: **20/12/2018**  
Charge code: **1138 9995 0001**  
Persons entitled: **SUSSEX INVESTMENTS (2018) LLP**  
Brief description: **THE FORMER POLICE HOUSE, HIGH STREET, STOCKBRIDGE,  
HAMPSHIRE, SO20 6HE**  
**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **NANDEEP JUDGE FOR THINGS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11389995

Charge code: 1138 9995 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2018 and created by SUSSEX INVESTMENTS (STOCKBRIDGE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2018 .

Given at Companies House, Cardiff on 24th December 2018

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

# HM Land Registry

## Legal charge of a registered estate

# CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property: HP662079
2	Property: The Former Police House, High Street, Stockbridge, Hampshire, SO20 6HE
3	Date: 20 <sup>th</sup> December 2018
4	<p>Borrower: Sussex Investments (Stockbridge) Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11389995</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: Sussex Investments (2018) LLP</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: OC422697</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

6 Lender's intended address(es) for service for entry in the register:  
Fulford's Lodge, Fulford's Hill, Itchingfield, Horsham, RH13 0NX

- 7 The borrower with
- ☒ full title guarantee
- ☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

- 8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register
- ☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:
- No depositions 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 entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 20 Dec 2018 in favour of Sussex Investments (2018) LLP referred to in the charges register or this correspondence.

9 Additional provisions

**9.1 DEFINITIONS**

The following definitions and rules of interpretation apply in this deed.

**Loan:** the sum of £600,000 (six hundred thousand pounds), lent or to be lent by the Lender to the Borrower or (as the context requires) the total amount outstanding of that sum.

**LPA 1925:** the Law of Property Act 1925

**Property:** the freehold property owned by the Borrower at The Former Police House, High Street, Stockbridge, Hampshire, SO20 6HE and registered with the Land Registry under title number HP662079.

**Repayment date:** 2 November 2023

**Security:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**9.2 INTERPRETATION**

A reference in this deed to a mortgage of, or over, the Property applies to:

(a) all buildings and fixtures and fittings that are situated on, or form part of, the Property at any time;

(b) the proceeds of sale of any part of the Property and any other

monies paid or payable in respect of or in connection with the Property;

(c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the **Borrower** in respect of the Property and any monies paid or payable in respect of those covenants; and

### **9.3 LOAN**

The Lender provides the Loan to the **Borrower**, subject to the terms of this deed.

### **9.4 REPAYMENT**

The **Borrower** covenants to repay to the Lender the Loan in full on the Repayment Date or, if earlier, following a written demand by the Lender at any time after the date of this deed, together in each case with all accrued interest and other amounts outstanding under this deed.

### **9.5 INTEREST**

**9.5.1** The **Borrower** will pay interest on the Loan at the rate of 5% per annum.

**9.5.2** Interest will accrue daily and will be paid quarterly, in arrear, on the last working day of March, June, September and December in each year and on the Repayment Date.

**9.5.3** If the **Borrower** fails to make any payment due under this deed on the due date for payment, interest on the unpaid amount will accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment at 1% above the rate specified in Clause 9.5.1).

### **9.6 PRESERVATION OF PROPERTY**

The **Borrower** will not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security held by the Lender or materially diminish the value of the Property or the effectiveness of the Security created by this deed.

### **9.7 INSURANCE**

The **Borrower**:

(a) will insure and keep insured the Property for its full reinstatement value against fire and any other risks that would be insured against by prudent persons or that the Lender reasonably requires to be insured against from time to time; and

(b) will, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by this clause 9.7.

### **9.8 INSURANCE PREMIUMS**

The **Borrower**:

(a) will pay promptly all premiums in respect of any insurance policy on the Property and do all other things necessary to keep

that policy in full force and effect; and

(b) will (if requested by the Lender) produce to the Lender the receipts for all premiums and other payments necessary for arranging and renewing the insurance policies.

#### 9.9 NO INVALIDATION OF INSURANCE

The **Borrower** will not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any insurance policies relating to the Property.

#### 9.10 ENFORCEMENT OF SECURITY WHEN SECURITY BECOMES ENFORCEABLE

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) will, as between the Lender and a buyer from the Lender, arise on and be exercisable at any time after the execution of this deed.

#### 9.11 WHEN STATUTORY POWERS ARISE

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the Security created by this deed.

#### 9.12 RELEASE

Once the Loan and all other amounts secured by this deed have been unconditionally and irrevocably paid and discharged in full (but not otherwise), the Lender will, at the request and cost of the **Borrower**, take whatever action is necessary to release the Property from the Security created by this deed.

#### 9.13 NOTICES

9.13.1 Any notice or other communication given under this deed must be in writing and must be delivered by hand or sent by first class post or other next working day delivery service.

9.13.2 Any notice or other communication to be given under this deed must be given to the relevant party at the relevant address stated at the start of this deed or as otherwise specified by the relevant party in writing to the other party.

9.13.3 Any notice or other communication given under this deed will be deemed to have been received: if delivered by hand, at the time it is left at the relevant address; or if sent by first class post or other next working day delivery service, on the second working day after sending.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

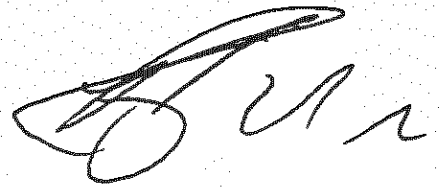
#### 10 Execution

Executed as Deed by  
**SUSSEX INVESTMENTS  
(STOCKBRIDGE) LIMITED**  
acting by *Michael Wolstenholme*  
a Director in the presence of:

Signature of Witness: *R.M. Oja*  
Name (in BLOCK CAPITALS) *Thirings LLP Solicitors*  
Address *Stuart Court; Spursholt Place*  
*Salisbury Road*  
*Romsey SO51 6DJ*

Executed as Deed by  
**SUSSEX INVESTMENTS**  
**(2018) LLP** acting by

*Robert Brown*  
member in the presence of:



*R. M. Charter*

Signature of Witness:.....*R. M. CHARTER*.....  
Name (in BLOCK CAPITALS).....*Thrings LLP Solicitors*.....

Address.....*Stuart Court, Spursholt Place*.....

.....*Salisbury Road*.....

*Romsey SO51 6DJ*

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.