



Registration of a Charge

LLP name: **LOWER HOPE FARMS LLP**

LLP number: **OC413499**



X86N1OMZ

Received for Electronic Filing: **31/05/2019**

Details of Charge

Date of creation: **31/05/2019**

Charge code: **OC41 3499 0004**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **SIDNALL FARM PENCOMBE BROMYARD**

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: **STACEY BELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC413499

Charge code: OC41 3499 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2019 and created by LOWER HOPE FARMS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 31st May 2019 .

Given at Companies House, Cardiff on 3rd June 2019

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



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 (2018 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC UK Bank plc official.

- 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 the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, HSBC UK Bank plc will not inform you of existing or future debts or liabilities of the Borrower.
- The debts may also include any amounts owed under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC UK Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC UK Bank plc on the Borrower's 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.
- If there is more than one person named as Borrower, this Mortgage will be held as security for the debts of each of them on their own as well as for the debts which each of them owe with any other person.
- 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.

Third Party Legal Mortgage A2kco

THIS LEGAL MORTGAGE dated the
and 19

31st

day of

May

Two thousand

BETWEEN Mortgagor: Lower Hope Farms LLP Number OC413499 ("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.

to secure the Debt of Borrower: Lower Hope Fruit Limited Number 03383099 ("Borrower", which shall additionally have the meaning set out in paragraph 3 of the Conditions)

WITNESSES that this Mortgage which incorporates the Mortgage Deed Conditions (2018 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 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: Freehold Property Known as Sidnall Farm Pencombe Bromyard registered at HM Land Registry with title number: HE55398;**
- (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 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 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.
- (b) money agreed to be paid by you under paragraph 26 of the Conditions;
- (c) any amount due under paragraph 35 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 the Borrower and the Bank.

If there is more than one person named as Borrower, this Mortgage will secure the Debt of them together and each of them individually and all or any of them with any other person.

Form of Charge Filed at HM Land Registry under reference MD1537Q

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 *31st May 2019* 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

Signed as a deed by Lower Hope Farms LLP acting by:

Signature WS Richards Member

Name in full William Samuel Clive Richards
(Block letters)

Signature S. A Richards Member

Name in full Sylvia Anne Richards
(Block letters)

(For use by a
Limited Liability
Partnership without
a common seal)

The Common Seal of Lower Hope Farms LLP was
affixed in the presence of:

Member _____

Name in full _____
(Block letters)

Seal

(For use by a
Limited Liability
Partnership with a
common seal)

Member _____

Name in full _____
(Block letters)