

000 222/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

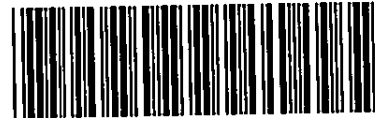
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR01

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record



A2HPMRWY

A12

26/09/2013

#179

COMPANIES HOUSE

THURSDAY

1 Company details

Company number 01091652

Company name in full Alvis Brothers (Lye Cross) Limited

For official use
7

→ **Filing in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 17 09 2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name HSBC BANK PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

A Legal Mortgage over the freehold property known as Lye Cross Farm, Redhill, Bristol

HM Land Registry Title Number(s) ST 285091 and
ST 288650

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

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Signature

Please sign the form here

Signature

Signature

X

Benches

X

This form must be signed by a person with an interest in the charge

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Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	F. MONTAGU
Company name	BENNETTS
Address	BARLEY WOOD STABLES LONG LANE WILKINGTON BRISTOL
Post town	BRISTOL
County/Region	AVON
Postcode	B54 0SSA
Country	UK
DX	96257
Telephone	YATTON

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MR01 - continuation page

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1091652

Charge code: 0109 1652 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2013 and created by ALVIS BROTHERS (LYE CROSS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th September 2013.

DX

Given at Companies House, Cardiff on 30th September 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Confirmed a true copy of the original
FGM
F G D MONTAGU
Solicitor
BENNETTS
Solicitors, Wrington
North Somerset BS40 5QB

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 only the debts on the loan account referred to in clause 2, together with the other liabilities mentioned 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
- 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

17th

day of

September

two

BETWEEN Mortgagor **Alvis Brothers (Lye Cross) Limited** Number 01091652
("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 **Alvis Brothers Limited** Number 00502230
("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 Lye Cross Farm Redhill Bristol** registered at H M Land Registry with title number: ; ST285097 and ST288650
- (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) the sum of £3,000,000 00 loaned to the Borrower by the Bank at Weston-Super-Mare High Street Branch Sort Code Number 40-46-18 on Loan Account Number 72086646 (or at any other Branch and account number substituted for it), and
 - (i) 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, and
 - (ii) discount, commission and other lawful charges and expenses,
- (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

Form of Charge Filed at H M Land Registry under reference MD618Y

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 [REDACTED] 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 Alvis Brothers (Lye Cross) Limited acting by

Signature _____ Director

Name in full _____
(Block letters)

(For use by a Company
without a Common Seal)

Signature _____ Director/Secretary

Name in full _____
(Block letters)

Signed as deed by Alvis Brothers (Lye Cross) Limited acting by

Signature  Director

Name in full PETER JAMES ALVIS.
(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 **FGD MONTAGU**
Solicitor
BENNETTS
Solicitors, Wrington
North Somerset BS40 5SA
Occupation

For and on behalf of HSBC Bank plc