3466815/13

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 WebF
Please go to www comp

WEDNESDAY

A2CALTAY
A05 10/07/2013 #100
COMPANIES HOUSE

✓ **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**
You may not use this for register a charge where t instrument Use form MF

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If 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 This will be scanned and placed on the public record

1 Company details

For official use 3

Company number 0 4 1 7 7 7 1 8

Company name in full The Princethorpe Foundation

→ **Filling 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 d 0 d 1 m 0 m 7 y 2 y 0 y 1 y 3

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

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

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

Description

A Legal Mortgage over the freehold property Princethorpe College, Leamington Road, Princethorpe, Rugby, CV23 9PX HM Land Registry Title Number(s) WK405988

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**

8 Trustee statement ❶

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

☐

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

9 Signature

Please sign the form here

Signature

Signature

X X

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

MR01
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

Company name HSBC BANK PLC

Address SECURITIES PROCESSING
PO BOX 3924

Post town SHEFFIELD

County/Region SOUTH YORKSHIRE

Postcode S 1 9 B D

Country UNITED KINGDOM

DX 712350 SHEFFIELD 19

Telephone 08456 035 366

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

This form has been provided free of charge by Companies House

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

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: 4177718

Charge code. 0417 7718 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2013 and created by THE PRINCETHORPE FOUNDATION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2013

Given at Companies House, Cardiff on 15th July 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Save for the material redacted pursuant to s.859G of the Companies Act 2006, We hereby certify this is a true and accurate copy of the original document. For and on behalf of HSBC Bank plc. 8-7-13

Checker's Initial	

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 you or grants to you in the future They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank plc on your behalf

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.

Direct Legal Mortgage A1dco

THIS LEGAL MORTGAGE dated the 1 day of July two thousand and 13

BETWEEN Mortgagor The Princethorpe Foundation Number 04177718 ("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

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 - Princethorpe College Leamington Road Princethorpe Rugby registered at H M Land Registry with title number: WK405988;**

(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 you

2. **The Debt which is secured on the Property and other assets**

The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt")

This includes, but is not limited to

(a) overdrafts, personal and other loans or facilities and further advances of money,

(b) guarantees and indemnities to the Bank and any of your contingent liabilities,

(c) discount, commission and other lawful charges and expenses,

(d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you 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,

(e) money agreed to be paid by you under paragraph 24 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 Borrower and the Bank

Form of Charge Filed at H M Land Registry under reference MD618J

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"

RIDER 1

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

RIDER 1.

The land charged is held by The Princethorpe Foundation, a non-exempt charity, and this charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by Section 124 of that Act apply.

The directors of the charity being the persons who have the general control and management of its administration certify that they have power under its trusts to effect this charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the said Act.

The certificate in the preceding clause is given on behalf of the directors by two of their number pursuant to an authority duly given under S333 Charities Act 2011.

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

Signed as deed by The Princethorpe Foundation acting by

Signature [redacted] Director

Name in full ATHELSTANE QUINTIN DANDORNFORTH (For use by a Company without a Common Seal)
(Block letters)

Signature [redacted] Director/Secretary

Name in full COLIN JAMES RUSSELL.
(Block letters)

— or —

Signed as deed by The Princethorpe Foundation 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