



Registration of a Charge

Company Name: **LOXWOOD LIMITED**

Company Number: **06424837**



Received for filing in Electronic Format on the: **31/08/2022**

XBBKAAEW

Details of Charge

Date of creation: **30/08/2022**

Charge code: **0642 4837 0002**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **THE FREEHOLD PROPERTY BEING BUILDING 3, MAYDWELL AVENUE, SLINFOLD, WEST SUSSEX TO BE REGISTERED AT LAND REGISTRY BUT AS SHOWN EDGED RED ON THE PLAN TO THE TRANSFER DATED 30 AUGUST 2022 BETWEEN (1) GRIFFITHS & NEILSEN LIMITED AND GRIFFITHS NEILSEN HOLDINGS LIMITED AND (2) LOXWOOD LIMITED BEING PART OF THE LAND FORMERLY REGISTERED WITH TITLE NUMBER WSX345927**

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: **BLAKE MORGAN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6424837

Charge code: 0642 4837 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th August 2022 and created by LOXWOOD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2022 .

Given at Companies House, Cardiff on 2nd September 2022

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**

LEGAL MORTGAGE

Dated 30th August 2022

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT EACH OF YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT

Key Mortgage Details	
You/Your	Loxwood Limited with registered number 06424837
Us/We	HSBC UK Bank plc (with registered Number 09928412), whose address for service for entry on the register is HSBC UK Bank plc, Customer Service Centre, BX8 5HB or another entity that it transfers its rights and/or obligations under this Mortgage to.
The Property	Property address: Freehold Property Known as Building 3 Plot 2 Maydwell Avenue ^{GG} Shirfold Horsham West Sussex Land Registry title number: tbc ^{tbc} RM
Your assets that are secured	By entering into this Mortgage you are giving us security over the Property and your other assets listed in clause 3.
Your obligations to us that are secured	You give us security under this Mortgage for the payment of any debit balance from time to time on your account with us numbered 02095599 and with sort code 402433 (as re-designated, substituted or otherwise replaced) and any other amounts owed by you to us in connection with that account whether now or in the future and whether jointly or severally together with any amounts payable by you to us under clauses 17, 19, or 26.1 of the Conditions (the 'Debt').

Bank reference: SC1215627963

* Maydwell Avenue, Shirfold, Horsham RH13 0TW forming such part of Land Registry title number WSX345927 as is comprised in a Transfer of Part dated the same day as this Legal Mortgage and made between (1) Griffiths & Nielsen Limited and Griffiths & Nielsen Holdings Limited and (2) Loxwood Limited

Form of charges filed at H.M. Land Registry under reference MD1574G

We certify this to be a true and complete copy of the original

this 30th day of August 2022

BLAKE
MORGAN

New Kings Court, Tollgate
Chandler's Ford, Eastleigh SO53 3LG

1. **MEANING OF WORDS**

- 1.1 The definitions in the Key Mortgage Details table apply to the rest of this Mortgage.
- 1.2 Our Mortgage Deed Conditions (2021 edition) (the "Conditions") are incorporated into this Mortgage.

2. **WHAT YOU AGREE TO PAY US**

- 2.1 You will pay us, on demand, the Debt.
- 2.2 The Debt does not include any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974 as may be amended or replaced from time to time.
- 2.3 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero) from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

3. **THE SECURITY YOU GIVE US**

You give us, with full title guarantee, and as continuing security for the payment of the Debt:

- 3.1 a legal mortgage over the Property;
- 3.2 an absolute assignment (subject to a proviso for reassignment on the irrevocable discharge in full of the Debt) of all your present and future right title and interest in:
- 3.2.1 all amounts due or owing to you in respect of the Property including under any lease or other right of occupation and any guarantee, security or other rights you have in relation to those amounts;
- 3.2.2 all rights under policies of insurance;
- 3.2.3 the benefit of all rights, documents, undertakings and warranties relating to the Property;
- 3.2.4 all goodwill of any business carried on at the Property at any time;
- 3.3 a first fixed charge over all your present and future right, title and interest in or to all shares and membership rights mentioned in clause 3 of the Conditions.
- 3.4 You will hold any Asset on trust for us if the security over it is ineffective.

4. **YOU AGREE TO REGISTER A RESTRICTION AT THE LAND REGISTRY**


You consent to us making an application to the Chief Land Registrar to enter the following restriction against the title of any land or property which is or becomes registered at the Land Registry and which is secured under this Mortgage:

"No disposition 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 the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 30/8/2022 in favour of HSBC UK Bank plc referred to in the Charges Register"

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by each of you and is now delivered on the date mentioned above.

This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.

Executed as a deed by

) 
)

Loxwood Limited
acting by a
director

GILES GRIFFITHS
(name of director)

Director

in the presence of:

Signature of Witness



Print full name

SARAH GILLBANKS

Address

35 ST GEORGES COURT

LONGMERE ROAD

CRAWLEY RHIOSLP

Occupation

HEAD OF FINANCE

OR

Executed as a deed by

)
)
)

Loxwood Limited
acting by
two directors or a director and the
secretary

)
)
)

Director

(name of director)

Director/Secretary

(name of director/secretary)

BOARD RESOLUTION

PLEASE NOTE: THIS IS A SAMPLE FORM OF MINUTES ONLY. THE COMPANY AND/OR ITS SOLICITORS ARE RESPONSIBLE FOR THE PREPARATION OF THE COMPANY'S BOARD MINUTES AND FOR ENSURING THAT THEY ACCURATELY REFLECT THE MATTERS DISCUSSED AT THE BOARD MEETING TO WHICH THEY REFER.

BOARD RESOLUTIONS

Loxwood Limited
(the Company)

Minutes of a meeting of the board of directors of the Company held at
MAYDWELL AVENUE SLINFOLD on 17th JUNE 2022 [DATE]

at 9.00 AM [TIME].

PRESENT:

NAME	POSITION
<u>GILES GRIFFITHS</u>	<u>DIRECTOR</u>
.....
.....

IN ATTENDANCE:

NAME	POSITION
.....
.....
.....

1 CHAIRPERSON

GILES GRIFFITHS [NAME] was appointed chairperson of the meeting.

2 NOTICE AND QUORUM

The chairperson reported that due notice of the meeting had been given and that a quorum was present. Accordingly, the chairperson declared the meeting open.

3 BUSINESS OF THE MEETING

The chairperson reported that the business of the meeting was to approve the Company entering into a Legal Mortgage over a Property known as Building 3 ~~Plot 2~~, Maydwell Avenue, Slinfold, Horsham, West Sussex, RH13 0TW to be given by the Company in favour of HSBC UK Bank plc (the "Bank") (the "Document"). SM

4 DECLARATIONS OF INTEREST

The chairman noted that under section 177 of the Companies Act 2006 each director had to declare the nature and extent of any direct or indirect interest that director may have in

the matter(s) under consideration to the extent that he or she had not already declared that interest to the other directors. The directors declared the following interests (if any):

Name	Nature and extent of interest
------	-------------------------------

The chairperson confirmed that, taking into account all interests declared (whether before or at the meeting), there would be a quorum for all the business of the meeting under the terms of the Company's articles of association

5 DOCUMENTS PRODUCED TO THE MEETING

The latest draft of the Document was produced to the meeting.

6 RESOLUTIONS

6.1 It was noted that, at the time of deciding to commit the Company to the Document:

- (a) the Company is not insolvent and will not become insolvent as a result of entering into and performing its obligations under the Document

6.2 Following consideration, including consideration of the terms of the Document, the transactions contemplated by it and the matters referred to in section 172(1) of the Companies Act 2006, the meeting resolved that the Document and the transactions contemplated by it would promote the success of the Company for the benefit of its members as a whole and further resolved that:

- (a) The terms of, and the transactions contemplated by the Document and any ancillary or related documents:
 - (i) be and are approved; and
 - (ii) are in accordance with and not in contravention of the Company's articles of association or other constitutional documents or any law or other obligation of the Company,

and that the Company execute or sign (as appropriate) the Document and any ancillary or related documents.

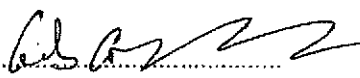
- (b) Any director, or in the case of any document to be executed as a deed, any two directors or any one director and the company secretary or any director in the presence of a witness who attests his signature, be and are authorised to sign:
- (i) the Document;
 - (ii) any documents required to be signed or executed under the Document, or otherwise ancillary or related to the Document;
 - (iii) any documents amending, varying, novating or supplementing the Document; and
 - (iv) any other document that such signatory considers necessary or desirable in relation to the Document,

and any director is authorised to agree and approve any amendments made to any such documents after the holding of this meeting.

- (c) Any director be and is authorised to sign and/or dispatch or deliver all other documents, notices and certificates to be signed and/or dispatched or delivered by the Company under or in connection with the Document and to do any other act, matter or thing as he or she may deem necessary or desirable to be done or executed in connection with the financing to be provided to the Company or the Document.

7 CLOSE

There was no further business and the chairperson declared the meeting closed.


.....
Chairperson

17th JUNE 2022
[DATE]