



Registration of a Charge

Company name: **CHEPLAS LIMITED**

Company number: **06642075**

Received for Electronic Filing: **30/08/2018**



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Details of Charge

Date of creation: **28/08/2018**

Charge code: **0664 2075 0001**

Persons entitled: **HSBC PRIVATE BANK (UK) LIMITED**

Brief description: **THE FREEHOLD LAND BEING 46 CHEPSTOW VILLAS, BAYSWATER, LONDON, W11 2QY REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER: NGL585996**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

SALLY WHITNEY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6642075

Charge code: 0664 2075 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th August 2018 and created by CHEPLAS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th August 2018 .

Given at Companies House, Cardiff on 3rd September 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**

HSBC Private Bank (UK) Limited

LEGAL MORTGAGE



DLA PIPER

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 28.8.18

SIGNED SM Whitney
DLA PIPER UK LLP

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 Private Bank (UK) Limited Mortgage Deed Conditions (2012 edition).

- HSBC Private Bank (UK) Limited will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Private Bank (UK) Limited as set out in clause 2 of this Mortgage. What this means is that both present and future debt, 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 Private Bank (UK) Limited 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 Private Bank (UK) Limited 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 Private Bank (UK) Limited will not inform you of existing or future debts or liabilities of the Borrower.
- The debts may also include amounts owed under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC Private Bank (UK) Limited, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Private Bank (UK) Limited on the Borrower's behalf.
- 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 is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Private Bank (UK) Limited 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 Private Bank (UK) Limited strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

THIS LEGAL MORTGAGE dated the

28th

day of

August

2018

BETWEEN Mortgagee: CHEPLAS LIMITED Company Number: 06642075 as Trustee of the trust established by way of a declaration of trust and indemnity dated 30 July 2008 and made between (1) the Mortgagee (2) Temple Secretarial Limited and Temple Direct Limited and (3) Philip Stephan Arnold von Mallinckrodt and Davina Anne Lore von Mallinckrodt (the "Trust")

("you")

and HSBC Private Bank (UK) Limited ("the Bank"), whose address for service for entry on the register is: 78 St James's Street London SW1A 1JB to secure the Debt of

Borrower: Philip Stephan Arnold von Mallinckrodt

("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 (2012 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 (the freehold land being 46 Chepstow Villas, Bayswater, London W11 2OY); registered at H M Land Registry with title number: NGL585996;
- (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 is 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.

This includes, but is not limited to (whether as originally given or subsequently varied, extended or increased in any way):

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities;
- (c) the Borrower's liabilities under any foreign exchange, currency option or other over the counter derivative transactions;
- (d) discount, commission and other lawful charges and expenses;
- (e) 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;
- (f) any claim for damages or restitution;
- (g) any claim as a result of any recovery by the Borrower of a payment, prepayment, repayment, redemption or defeasance or discharge of those liabilities or obligations on the grounds of preference or otherwise;
- (h) money agreed to be paid by you under clause 26 of the Conditions;
- (i) any amount due under paragraph 35 of the Conditions,

and any amounts which would be included in any of the above but for the discharge, non-provability, unenforceability or non-allowance of those amounts in any bankruptcy, insolvency or other proceedings.

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.

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.

3. Restriction

You, and if there is more than one of you, each of you, apply to the HM 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 28/8/18 in favour of HSBC Private Bank (UK) Limited referred to in the Charges Register."

4. Amendment to Mortgage Deed Conditions

You and the Bank agree that the Conditions are amended by the insertion of the following sub clause to clause 27:

- (d) The liability of the Mortgagee as Trustee for the debt and other liabilities which arise under this Mortgage shall be limited to the assets from time to time of the Trust specified above of which they are the Trustee.

5. Representation

You hereby represent and warrant to the Bank that the Borrower and Davina Anne Lore von Mallinckrodt ("Beneficiaries") are the only persons who hold any beneficial right, title or interest to the Property and there are no beneficiaries of the Trust other than the Beneficiaries.

IMPORTANT - PLEASE READ THE NOTES OVERLEAF AND THE CONDITIONS BEFORE SIGNING THIS MORTGAGE

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

Executed as a deed by the Mortgagee acting by:

Signature

Director

Name in full

NICHOLAS RICHARD VAUGHAN

(Block letters)

In the presence of:

Signature

Name in full

JACQUELINE D'ARCY

Address

(Block letters)

20 Old Bowley, London EC4M 8NN

Occupation. Solicitor