

026176/13

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
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 MR08

FRIDAY



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A08

16/05/2014

#238

COMPANIES HOUSE

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

Company number 08824965

Company name in full LILLIOTT HILLS LTD

For official use

→ **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 12/05/2014 ✓

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 NEAL JOHN LILLIOTT ✓

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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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

22 HIGH STREET, NEW ROMNEY, KENT TN28 8BY
(TITLE NO K386905) ✓

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)

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

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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 **AMANDA J GLOVER**

Company name **KINGSFORDS LLP**

Address **2 ELWICK ROAD**

Post town **ASHFORD**

County/Region **KENT**

Postcode **T N 2 3 1 P D**

Country **ENGLAND**

DX **30205 ASHFORD KENT**

Telephone **01233 624545**



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

DX



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8824965

Charge code: 0882 4965 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2014 and created by LILLIOTT HILLS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th May 2014

Given at Companies House, Cardiff on 22nd May 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

**H M LAND REGISTRY
LAND REGISTRATION ACTS 1925-1971**

CHARGE OF WHOLE

CERTIFIED A TRUE
COPY OF THE ORIGINAL
Kingsford LLP
KINGSFORD LLP
(Solicitors)
ASHFORD, KENT
14-05-14

County and District
(or London Borough)

Kent, Shepway

Title Number

K386905

Property

22 High Street, New Romney, Kent TN28 8BY

Date

: 12th May 2014

In consideration of One Hundred and Forty-Nine Thousand Pounds (£149,000 00) the receipt whereof is hereby acknowledged WE LILLIOTT HILLS LTD (company registration number 08824965) whose registered office is situate at 44 High Street, New Romney, Kent TN28 8BZ (hereinafter called "the Borrower") with full title guarantee hereby charge by way of legal mortgage the land comprised in the title above mentioned with payment to NEAL JOHN LILLIOTT of 111 Shipbourne Road, Tonbridge, Kent TN10 3EJ (hereinafter called "the Lender") on the 12th day of July 2014 of the principal sum of £149,000.00 with interest thereon at one peppercorn per annum (if demanded) payable annually in arrears

SCHEDULE OF SPECIAL STIPULATIONS

1 The Borrower hereby covenants with the Lender.

- (i) at all times during the continuance of the security to keep the Mortgaged Property in good and sufficient repair and condition and insured in an insurance office of repute or at Lloyds against fire and other usual comprehensive risks and such other risks as the Lender may from time to time in writing reasonably direct in the sum of the full reinstatement value and to request the insurance company to note the interest of the Lender on the policy and on demand to produce to the Lender the said policy of insurance and the receipt of any premium payable in respect thereof AND if the Borrower at any time makes default in effecting and keeping such insurance as aforesaid or in producing to the Lender on demand any policy of such insurance or the receipt for any premium or in keeping the Mortgaged Property or any part thereof in good and substantial repair and condition then it shall be lawful for the Lender to effect and keep on foot any

such insurance as aforesaid and to enter upon the Mortgaged Property and there to do any work which in the Lenders reasonable discretion may appear expedient for the purpose of repairing and keeping the same in repair AND all money expended by The Lender under this power shall be deemed to have been properly paid by The Lender

- (ii) Not during the continuance of the security without the consent in writing of the Lender to register or cause or permit to be registered under the Land Registration Acts 1925-2002 or any amendment or re-enactment thereof for the time being in force any person or persons as proprietor or proprietors of the Mortgaged Property or any part thereof and the costs incurred by the Lender in entering from time to time a notice against registration of the Mortgaged Property shall be deemed to be properly incurred by the Lender under this mortgage
- (iii) On demand to repay to the Lender all money properly paid and all costs charges and expenses properly incurred hereunder by the Lender together with interest thereon from the time of paying or incurring the same until repayment at the said rate of one peppercorn per annum (if demanded) and until so repaid such costs charges and expenses shall be charged on the Mortgaged Property and shall be added to the principal money hereby secured and interest thereon as aforesaid shall be charged upon the Mortgaged Property
- (iv) During the continuance of this security not without the consent of the Lender to grant or agree to grant any lease or tenancy of the Mortgaged Property or any part thereof or share possession of the whole of the Mortgaged Property or any part thereof
- (v) Forthwith to produce to the Lender any order direction requisition permission notice or other matter whatsoever affecting or likely to affect the Mortgaged Property and served upon the Borrower by any third party and to allow the Lender to make a copy thereof

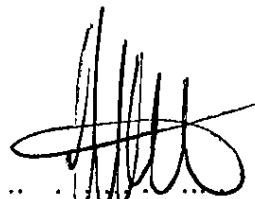
2 The statutory power of sale shall be exercisable in any of the following events.-

- (i) If default is made in payment of the Principal Sum for the time being owing on the security of this mortgage for two months after notice requiring payment of it shall have been served on the Borrower
- (ii) If any interest due under this security is unpaid for 31 days
- (iii) If the Borrower fails to observe any of his obligations under this mortgage

(other than in regard to the payment of the Principal Sum or interest on it)

- (iv) If any execution is issued against him or any distress is levied on the chattels of the Borrower on the Property
 - (v) If the Borrower dies becomes bankrupt files a Debtors Bankruptcy Petition or passes a resolution for winding up or has a Winding Up Order made against it
 - (vi) If the Borrower ceases to exist
- 3 None of the Principal secured by this Charge shall be called in until such time as one month's notice in writing has been given by the Lender to the Borrower requiring payment of the Principal Sum unless the Borrower shall fail to observe any of his obligations under this Charge other than those relating to payment of the Principal Sum
4. The expressions "the Borrower" and "the Lender" shall where the context so admits include the persons deriving title under the Borrower and the Lender respectively
- 5 In this document where the context so admits word importing the masculine gender include the feminine and neuter genders and words importing the singular number only include the plural number and if two or more persons constitute the Borrower their covenants and obligations shall have effect as joint and several obligations

EXECUTED as a Deed by
LILLIOTT HILLS LTD acting by a
in the presence of


... .. NEW LILLIOTT ...
Director

Witness Signature.



Witness Name.

Peter Leigh

Witness Address

147 Littlestone rd
New Romney
Kent TN28 6AB

Witness Occupation

Plant technician