



Registration of a Charge

Company name: **CHAPEL DOWN GROUP PLC**

Company number: **04362181**



X910DWI2

Received for Electronic Filing: **17/03/2020**

Details of Charge

Date of creation: **09/03/2020**

Charge code: **0436 2181 0019**

Persons entitled: **HSBC EQUIPMENT FINANCE (UK) LTD**

Brief description: **LEGAL MORTGAGE OVER FREEHOLD PROPERTY CURIOUS DRINKS
BREWERY VICTORIA ROAD ASHFORD KENT TN23 7HE TT77318**

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 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: **SHARMILA CHAMPANERI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4362181

Charge code: 0436 2181 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th March 2020 and created by CHAPEL DOWN GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2020 .

Given at Companies House, Cardiff on 18th March 2020

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 Equipment Finance (UK) Limited

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 HSBC Equipment Finance (UK) Limited Mortgage Deed Conditions (2019 edition). You should sign this Mortgage in front of a witness who should be your solicitor or other legal adviser.

- HSBC Equipment Finance (UK) Limited will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Equipment Finance (UK) Limited 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 Equipment Finance (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 Equipment Finance (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 Equipment Finance (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 Equipment Finance (UK) Limited, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Equipment Finance (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 Equipment Finance (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 Equipment Finance (UK) Limited strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Bank reference:

Third Party Legal Mortgage A2mco

THIS LEGAL MORTGAGE dated the

9th

day of MARCH

20 20

BETWEEN Mortgagor: Chapel Down Group Plc, a company registered in England and Wales with company number 04362181 and its registered office at Chapel Down Winery, Smallhythe Road, Tenterden, Kent, TN30 7NG ("you")

and HSBC Equipment Finance (UK) Limited ("the Bank"), whose address for service for entry on the register is HSBC Equipment Finance (UK) Limited, 1 Centenary Plaza, B1 1HQ.

to secure the Debt of Borrower: Curious Drinks Limited, a company registered in England and Wales with company number 04456158 and its registered office at Chapel Down Winery, Small Hythe Road, Tenterden, Kent, TN30 7NG ("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 set out in Appendix 1 ("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: CURIOUS DRINKS BREWERY VICTORIA ROAD ASHFORD KENT TN23 7HE registered at H M Land Registry with title number: TT77318;
- (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

2.1 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 ("the Debt"), including without limitation:

- (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 owed to the Bank;
- (c) discount, commission and other lawful charges and expenses;
- (d) 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 of England 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 26 of the Conditions; and
- (f) any amount due under paragraph 36 of the Conditions.

The Debt is not any money and liabilities arising under a regulated agreement as defined under section 189 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.

2.2 You, as principal debtor, covenant with the Bank to pay or discharge the Debt on demand when the Debt becomes due and payable, provided that, your liability under this Mortgage is (i) limited to the value of the Property plus the fees, expenses and costs referred to in paragraph 26 of the Conditions, and (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Property pursuant to this Mortgage.

3. Restriction

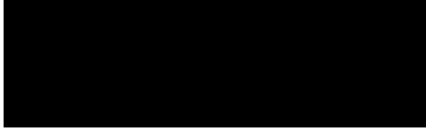
You, and if there is more than one of you, each of you, apply to the HM Chief Land Registrar to enter the following restriction against the title mentioned above:

"No disposition of the registered estate by the proprietor of the registered estate, 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 in favour of HSBC Equipment Finance (UK) Limited referred to in the Charges Register."

IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE 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 Mortgagor and is now delivered on the date mentioned above

Executed as a deed by the Mortgagor, **Chapel Down Group plc**, acting by:



Director

Name in full

FRANCE THOMPSON
(Block letters)



Director/Secretary

Name in full

RICHARD WOODHOUSE
(Block letters)