



**Registration of a Charge**

Company name: **C.B.MORGAN (FARMERS KING'S SOMBORNE) LIMITED**  
Company number: **00696591**



X8G72UA8

Received for Electronic Filing: **16/10/2019**

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**Details of Charge**

Date of creation: **30/09/2019**  
Charge code: **0069 6591 0003**  
Persons entitled: **SARAH JANE ADAM  
ELIZABETH MARY STANLEY  
TIMOTHY JAMES GARDNER  
JOANNA MARY BROADBRIDGE**  
Brief description: **LAND AT NEW LEASE FARM, KINGS SOMBORNE, HAMPSHIRE WITH  
TITLE NUMBER HP687723.**  
**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **WE 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:

**WILSONS SOLICITORS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 696591

Charge code: 0069 6591 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2019 and created by C.B.MORGAN (FARMERS KING'S SOMBORNE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2019 .

Given at Companies House, Cardiff on 17th October 2019

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

# HM Land Registry

## Legal charge of a registered estate

# CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property:  HP687723
2	Property: Land at New Lease Farm Kings Somborne Hampshire
3	Date: 30 September 2019
4	Borrower:  C B Morgan (Farmers King's Somborne) Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00696591 <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register:  Sarah Jane Adam, Elizabeth Mary Stanley, Timothy James Gardner and Joanna Mary Broadbridge  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

6 Lender's intended address(es) for service for entry in the register:

Sarah Jane Adam – Crooked Pightle House, Crawley,  
Winchester. SO21 2PN  
Elizabeth Mary Stanley – 40 East 21st Street, 8th Floor, New  
York. NY10010 USA  
Timothy James Gardner – Shepherds Farm, Dundridge Lane,  
Bishops Waltham, Southampton. SO32 1GB  
Joanna Mary Broadbridge – 26 North Lodge Road, Poole.  
BH149BB

7 The borrower with

- ☒ full title guarantee  
☐ limited title guarantee

charges the Property by way of legal mortgage as security for the payment of the sums detailed in Panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed on behalf of Sarah Jane Adam, Elizabeth Mary Stanley, Timothy James Gardner and Joanna Mary Broadbridge or their conveyancer"

9 Additional provisions

9.1 The Charge referred to in Panel 7 is made pursuant to the Transfer ("the Transfer") bearing even date herewith and to which the Borrower and the Lender are parties and the Borrower acknowledges that the Property is charged by way of legal mortgage as security for the repayment to the Lender of all moneys covenanted to be paid to the Lender under clause 17.1 and Schedule 1 of the Transfer and which may be owing from time to time by the Borrower to the Lender and in respect of which the Borrower has covenanted in the Transfer that the Lender shall be paid on the occasion of any Trigger Date (as therein defined) being the Overage Payment (as therein defined) and any additional monies as therein mentioned.

9.2 The Borrower hereby covenants with the Lender to pay to the Lender all such moneys as the Lender shall be entitled to under the terms of the Transfer.

9.3 The statutory powers of sale and of appointing a Receiver in respect of the security hereby created shall be in favour of a purchaser as defined by and in section 205 of the Law of Property Act 1925 be deemed to arise and be exerciseable immediately upon the execution hereof.

9.4 The Borrower shall not have any power to make a Disposal of the Property unless the Borrower has complied with his obligations under paragraph 2.5 of Schedule 1 of the Transfer without the consent in writing of the Lender (and for the purpose of this clause "Disposal" shall be construed in accordance with the Transfer)

9.5 For the avoidance of doubt this Charge shall continue to apply until all moneys secured by this Charge have been paid.

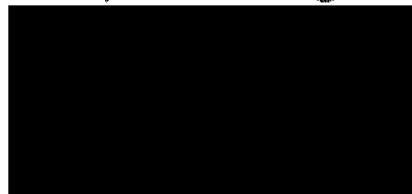
9.6 It is apprehended that since the calculation of the amount of moneys payment of which is to be secured by this deed is dependent upon events and acts to take place at some uncertain occasion or occasions in the future there is doubt whether such payment can be secured by a Charge by way of legal mortgage however the parties hereto acknowledge that insofar as such payment can be so secured by charge by way of legal mortgage it shall so be (as herein before provided) under this deed but that insofar as it cannot be then it shall be secured by the equitable charge hereinafter appearing.

9.7 In consideration of the Transfer and in further pursuance of the provisions of the Transfer but to the intent as hereinbefore recited the Borrower hereby charges in equity all the Property with the payment to the Lender of all the said moneys as aforesaid and as the same are referred to in clause 9.1 above.

9.8 Insofar as the Property shall be charged in equity and not by way of legal mortgage but not further or otherwise the Borrower declares that he holds the Property on trust for the Lender to have such powers of sale as the Lender would have under the charge by way of legal mortgage if it were valid and effective and the Lender shall have full power to appoint himself and any other person or persons trustee in place of the Borrower in respect of the said trust

## 10 Execution

Executed as a Deed by, *Things up there*  
CB Morgan (Farmers King's Somborne) Limited  
acting by *and its secretary ~ by two directors*  
a director in the presence of:



Signed as a Deed by the said  
Sarah Jane Adam in the presence of:

Signed as a Deed by the said  
Elizabeth Mary Stanley in the presence of:

Signed as a Deed by the said  
Timothy James Gardner in the presence of:

Signed as a Deed by the said  
Joanna Mary Broadbridge in the presence of:

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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