### Registration of a Charge

Company name: FAIROAK HOMES LIMITED

Company number: 05780171

Received for Electronic Filing: 29/06/2018



# **Details of Charge**

Date of creation: 28/06/2018

Charge code: 0578 0171 0009

Persons entitled: SHAWBROOK BANK LIMITED

Brief description: FREEHOLD PROPERTY KNOWN AS TRECELYN HOUSE, ASHFIELD

ROAD, NEWBRIDGE, NEWPORT, GWENT, NP11 4AH INCLUDING ALL BUILDINGS, FIXTURES AND FITTINGS, THE RELATED RIGHTS AND THE

GOODWILL.

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: PURE LAW LLP



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5780171

Charge code: 0578 0171 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2018 and created by FAIROAK HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2018.

Given at Companies House, Cardiff on 3rd July 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





### Charge given by a corporate (England and Wales) - Full recourse

Borrower:

Fairoak Homes Limited - 05780171 - Landlords Letter Box,

Trecelyn, Ashfield Road, Newport, Gwent, NP11 4AH

Mortgagor:

Fairoak Homes Limited - 05780171 - Landlords Letter Box,

Trecelyn, Ashfield Road, Newport, Gwent, NP11 4AH

Lender:

Shawbrook Bank Limited

Lutea House

Warley Hill Business Park

The Drive Brentwood Essex CM13 3BE

(registered in England and Wales number: 388466)

The Property:

(1) Trecelyn House, Ashfield Road, Newbridge, Newport, Gwent, NP11 4AH and as more particularly described at the Land Registry: Jobcentre, Ashfield Road, Newbridge (NP1 4QW)

Title Number:

The whole of the following Title Number(s)

(1) CYM347939

Class of Title:

(1) Freehold Title Absolute

1. By THIS DEED of LEGAL CHARGE, dated

8100 9NUT 8B

The Mortgagor charges with full title guarantee and as a continuing security:-

- (a) the Property described above by way of legal mortgage; and
- (b) the Related Rights and the goodwill of any business conducted from the Property by way of fixed charge,

with the payment and discharge of:

- (i) all monies now or at any time due, owing or payable in any manner whatsoever to the Lender from the person or persons named above as Borrower whether actually or contingently and whether solely or jointly with one or more persons and whether as a borrower or a mortgagor or a guarantor or in any other capacity and including, without limitation, all sums due and payable under any Loan Agreement now or at any time made between the Lender and the Borrower; and
- (ii) all costs, charges and expenses incurred by the Lender in connection with the preservation, protection or enforcement of the Lender's rights and interests under this Charge.
- To the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 1, the Mortgagor charges by way of fixed charge any and all of its present and future rights, title and interest in the Property with the payment and discharge of the matters referred to in clause 1(i) and (ii).
- 3. This Charge is made for securing further advances although the Lender is not, as at the date of this Charge, obliged to make any further advances.

4. The Mortgagor applies to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of Property:

"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 Shawbrook Bank Limited referred to in the charges register".

5. This Charge is granted by the Mortgagor to the Lender on the Shawbrook Bank Limited Commercial Mortgage Terms and Conditions (13.06.17) ("Terms and Conditions") which are hereby incorporated into this Charge and the Mortgagor agrees to those Terms and Conditions.

THIS CHARGE has been executed as a deed on the date written on the first page of this Charge.

### **EXECUTION PAGE**

#### WARNING:

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOUR PROPERTY IS AT RISK IF PAYMENTS ARE NOT MADE TO THE LENDER WHEN DUE, OR IF THERE IS SOME OTHER TERMINATION EVENT, IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT. YOU SHOULD CONSIDER TAKING INDEPENDENT LEGAL ADVICE FROM A SOLICITOR BEFORE YOU SIGN THIS CHARGE DEED.

Mortgagor **EXECUTED AS A DEED** by Fairoak Homes Limited acting by two directors or a director and its secretary

Director	(signature)
Full Name:	DUCKEY CONFORM
Director/Company Secretary	Phin Paresu-Be (signature)
Full Name:	PHILL ALAN PATERDON-FOX

Lender

Signed by

**Shawbrook Bank Limited** 

acting by its attorney

N. Hayes - Attorney

Pure Law LLP Jubilee House, 3 The Drive. Great Warley, Brentwood. Essex, CM13 3FR

