



Registration of a Charge

Company name: **YARMOUTH STORES,LIMITED(THE)**

Company number: **00055930**



X82LMBPD

Received for Electronic Filing: **03/04/2019**

Details of Charge

Date of creation: **01/04/2019**

Charge code: **0005 5930 0010**

Persons entitled: **LENDINVEST SECURITY TRUSTEES LIMITED**

Brief description: **116-120 SOUTH QUAY, GREAT YARMOUTH, NORFOLK, NR30 3LD**

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: **MATTHEW PEAKE-PIJNEN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 55930

Charge code: 0005 5930 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st April 2019 and created by YARMOUTH STORES,LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2019 .

Given at Companies House, Cardiff on 4th April 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

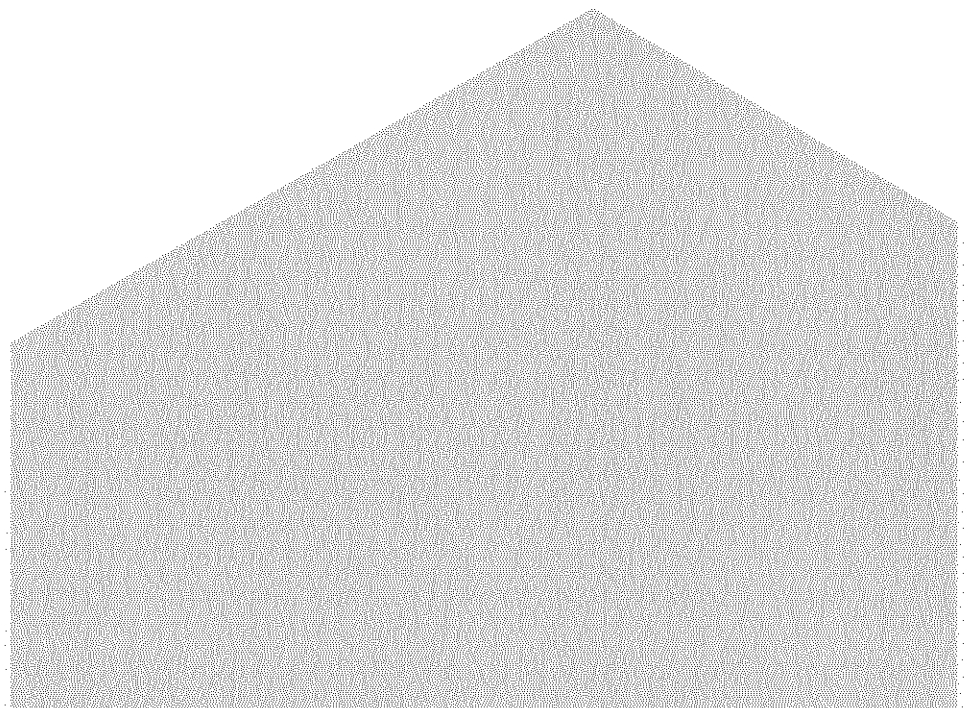


THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



LendInvest Mortgage Deed

England & Wales (Bridge Finance)



THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST THE PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Legal mortgage made on 01 April 2019

By this legal mortgage made by you:

BOX A (Borrower details)

Yarmouth Stores Limited (The)
of
117 South Quay, Great Yarmouth, Norfolk, NR30 3LD
with registered number 00055930

in favour of us, LendInvest Security Trustees Limited (company number: 08743617) of 8 Mortimer Street, London, England, W1T 3JJ, you charge the *Property* to secure your liabilities to the *Secured Parties* on the terms which appear in this *Mortgage Deed* (including the *Mortgage Conditions*).

BOX B (Description of the freehold/leasehold property to be mortgaged)

Address of Property

116-120 South Quay, Great Yarmouth, Norfolk, NR30 3LD

Registered Land

Title Number(s)

~~UNREGISTERED~~

NK64933

Unregistered land

The Property is comprised in the following deed(s):

Date	Description of deed(s)	Parties
29-09-1939	CONVEYANCE	JOHNSON & SONS LIMITED
10-01-1978	CONVEYANCE	THE YARMOUTH STORES LIMITED CITY OF YARMOUTH BOROUGH COUNCIL YARMOUTH STORES LIMITED

- (1) This *Mortgage Deed* incorporates the General Mortgage Conditions (2017) (the **Mortgage Conditions**). You acknowledge that you have received a copy of the Mortgage Conditions and agree that you will observe and perform them.
- (2) Terms in italics used in this *Mortgage Deed* are defined in or, as applicable, interpreted in accordance with, the Mortgage Conditions.
- (3) You undertake to pay us, on demand, the amounts outstanding in respect of the *Debt* when they become due.
- (4) As continuing security for the payment and discharge of the *Debt* with full title guarantee:
 - (A) you charge to us:
 - (i) by way of legal mortgage, the *Property*;
 - (ii) by way of fixed charge to the extent not effectively assigned under sub-paragraph (4)(B) below:
 - (a) all your *Insurance Policy Rights*;
 - (b) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income*;
 - (c) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*; and
 - (iii) by way of fixed charge all *Authorisations* and all rights in connection with those *Authorisations*;
 - (B) you assign to us absolutely (subject to such rights being re-assigned to you at the end of the *Security Period*):
 - (i) all of your *Insurance Policy Rights*;
 - (ii) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income*; and
 - (iii) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*,provided that nothing in this sub-paragraph (4)(B) shall constitute us as mortgagee in possession.
- (5) Subject to the terms of the *Mortgage Documents*, the *Lender* under the applicable *Loan Agreement* is under an obligation to make further advances in accordance with Section D of the Mortgage Conditions and LendInvest Security Trustees Limited (as security trustee for the Lender) applies for that obligation to be entered in the register at the Land Registry.
- (6) You consent to an application being made by us to the Land Registry for the following restriction to be registered against the title to the *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 LendInvest Security Trustees Limited referred to in the charges register."

You also consent to us registering any priority arrangements applicable to the Mortgage Deed at the Land Registry which will then be publicly available.

This *Mortgage Deed* has been executed as a deed and is delivered and takes effect on the date stated at the top of the first page of this *Mortgage Deed*.

THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST THE PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Where you are a limited company and are signing by a director in the presence of a witness

Executed as a deed by Yarmouth Stores Limited (The)
acting by its Director

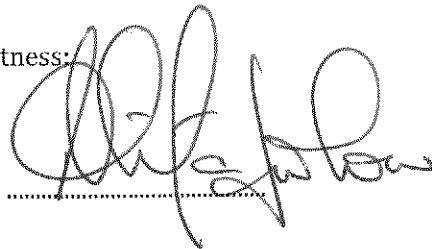
A. C. W. KNIGHTS

Name of Director


Signature of Director

In the presence of a witness:

Witness signature



Witness name

.....

ALISTAIR J. W. LOW
SOLICITOR
HKB WILTSHIRES
21 HALL QUAY
GREAT YARMOUTH
NR30 1HP

Witness address

.....

.....

Witness occupation

.....