### Registration of a Charge

Company name: A & J PROPERTY LTD

Company number: 03486241

Received for Electronic Filing: 14/08/2018



## **Details of Charge**

Date of creation: 10/08/2018

Charge code: 0348 6241 0009

Persons entitled: SHAWBROOK BANK LIMITED

Brief description: FREEHOLD PROPERTY KNOWN AS SHERBORNE HOUSE, SHERBORNE

COURT, PRESTWICH, MANCHESTER, M25 3BN BEING ALL OF THE LAND AND BUILDINGS IN TITLE MAN92134 INCLUDING ALL BUILDINGS, FIXTURES AND FITTINGS, THE RELATED RIGHTS AND THE GOODWILL.

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or

undertaking of the company).

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: 3486241

Charge code: 0348 6241 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2018 and created by A & J PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2018.

Given at Companies House, Cardiff on 16th August 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:

A & J Property Ltd - 03486241 - The Willows, Ellyclough, Holden

Fold Lane, Royton, Lancashire, OL2 5ES

Mortgagor:

A & J Property Ltd - 03486241 - The Willows, Ellyclough, Holden

Fold Lane, Royton, Lancashire, OL2 5ES

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:

Sherborne House,

Sherborne Court,

Prestwich, Manchester,

M25 3BN and as more particularly described at the Land Registry:

land lying to the south east of Warwick Street, Prestwich,

Manchester.

Title Number:

MAN92134

Class of Title:

Possessory

1. By THIS DEED of LEGAL CHARGE, dated 10 August 2018

The Mortgagor charges:-

- (a) the Property described above by way of legal mortgage; and
- the Related Rights and the goodwill of any business conducted from the Property by way of fixed charge; and
- (c) all present and future assets of the Mortgagor (to the extent not already charged pursuant to Clause 1(a) or (b)) by way of floating charge

with the payment and discharge of:

- (i) all monies now or at any future time due to the Lender from the person or persons named above as the Borrower under each and every 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. The Lender may at any time on notice to the Mortgagor convert the floating charge referred to in Clause 1(c) into a fixed charge as regards all or any asset specified in such notice. Furthermore, the said floating charge will automatically convert into a fixed charge upon the occurrence of a Termination Event.
- 4. 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.
- The Mortgagor applies to HM 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".
- 6. This Charge is granted by the Mortgagor to the Lender on the Shawbrook Bank Limited Commercial Mortgage Terms and Conditions (26/06/15) 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 A & J Property Ltd acting by

Mr John Johnson, a director of the company:

(Director signature)

In the presence of:

Witness:	(signature of witness)
Name:	PAVL EVANS (block capitals)
Address:	62 SAFFRON DRIVE MOURSIDE OL4 2PS
Occupation:	JOINER

Lender

Signed by

Shawbrook Bank Limited

acting by its attorney

Pure Law LLP Great Warley, Brentwood, Essex, CM13 3FR

N. Hayes - Attorney

