### Registration of a Charge

Company name: MVK PROPERTIES LTD

Company number: 07222570

Received for Electronic Filing: 05/11/2014



## **Details of Charge**

Date of creation: 03/11/2014

Charge code: 0722 2570 0003

Persons entitled: SHAWBROOK BANK LIMITED

Brief description: FREEHOLD PROPERTY KNOWN AS 69 EXMOUTH ROAD, GREAT

YARMOUTH, NORFOLK, NR30 3DP 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: 7222570

Charge code: 0722 2570 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd November 2014 and created by MVK PROPERTIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2014.

Given at Companies House, Cardiff on 5th November 2014

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:

MVK Properties Ltd - 07222570 - Unit B, Harfreys Road, Great

Yarmouth, Norfolk, NR31 0LS

Mortgagor:

MVK Properties Ltd - 07222570 - Unit B, Harfreys Road, Great

Yarmouth, Norfolk, NR31 0LS

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:

69 Exmouth Road,

Great Yarmouth,

Norfolk,

NR30 3DP and as more particularly described at the Land Registry: 69 Exmouth Road, Great Yarmouth (NR30 3DP)

Title Number:

NK59749

Class of Title:

Freehold Title Absolute

1. By THIS DEED of LEGAL CHARGE, dated 3rd November 2014

The Mortgagor charges:-

- (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; 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.

- 2. 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.
- 5. 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".
- This Charge is granted by the Mortgagor to the Lender on the Shawbrook Bank Limited Commercial Mortgage Terms and Conditions (08/07/13) 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 MVK Properties Ltd acting by

Miles Thomas Kane a director, in the presence of:

(Director signature)

Witness:	(signature of witness)
Name:	(block capitals)
Address:	LUCAS & WYLLYS 61/62 BELLS ROAD GORLESTON GREAT YARMOUTH NORFOLK, NR31 6AQ
Occupation:	Logal Executive

Lender Signed by Shawbrook Bank Limited acting by its attorney

N. HAYES - ATTORNEY PURE LAW LLP LUTEA HOUSE, THE DRIVE GREAT WARLEY, BRENTWOOD ESSEX CM13 3BE