

Registration of a Charge

Company Name: TAYLOR TAYLOR HOMES LIMITED

Company Number: 10940739

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Received for filing in Electronic Format on the: 04/01/2024

Details of Charge

Date of creation: **04/01/2024**

Charge code: 1094 0739 0016

Persons entitled: ANDREW MARK STOKOE

Brief description: 55 EASTWOOD GRANGE HEXHAM NE46 2BG

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: BLACKS SOLICITORS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10940739

Charge code: 1094 0739 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th January 2024 and created by TAYLOR TAYLOR HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2024.

Given at Companies House, Cardiff on 5th January 2024

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





HM Land Registry

Rules 2003.

Legal charge of a registered estate



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 <u>Personal Information</u> Charter.

<u>vialiti.</u>		
Leave blank if not yet registered.	1	Title number(s) of the property: ND102498
Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.	2	Property: 55 Eastwood Grange, Hexham, NE46 2BG
	3	Date: 04/01/2023
Give full name(s).	4	Borrower:
		TAYLOR TAYLOR HOMES LIMITED
Complete as appropriate where the borrower is a company.	Adda Andrea (Andrea (A	For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:
	Artist the state of the state o	10940739
		For overseas companies (a) Territory of incorporation:
		(b) Registered number in the United Kingdom including any prefix:
Give full name(s).	5	Lender for entry in the register:
		Andrew Mark Stokoe
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		For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:
		For overseas companies (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	6	Lender's intended address(es) for service for entry in the register:
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.		Espley Hall, Espley, Morpeth, Northumberland NE61 3DJ
Place 'X' in any box that applies.	7	The borrower with
		☑ full title guarantee
Add any modifications.		limited title guarantee
		charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
Place 'X' in the appropriate box(es).	8	The lender is under an obligation to make further advances and applies for the obligation to be entered in the register
You must set out the wording of the restriction in full.		The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:
Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.		No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated in favour of Andew Mark Stokoe referred to in the Charges Register.

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

9 Additional provisions

9.1 Definitions

- 9.1.1 "Secured Sum" means £210,000.00 (Two Hundred and Ten Thousand Pounds)
- 9.1.2 "Interest Rate" means 11% per annum
- 9.1.3 "Term Date" means 9 months from the date of this deed
- 9.1.4 "Outstanding Balance" means the Secured Sum less any capital repayments made by or on behalf of the Borrower

9.2 Covenant to repay

9.2.1 The Borrower covenants with the Lender to repay the Outstanding Balance in full on or before the Term Date

9.3 Interest

- 9.3.1 The Borrower covenants with the Lender to pay interest on the Outstanding Balance at the Interest Rate from the date of this deed and thereafter on each anniversary of the Term Date anniversary of the Term Date until the Outstanding Balance is reduced to zero.
- 9.3.2 Any unpaid interest in any given year will be added to the Outstanding Balance

9.4 Release of security

9.4.1 The Lender agrees with the Borrower to release the security without cost to the Borrower on the Outstanding Balance reaching zero

9.5 Enforcement of Security

If on the Term Date the Borrower has not paid the outstanding balance the Lender at any time after the Security created by this Charge has become enforceable the Lender may (without prejudice to any right and remedy and without notice to the Borrower) exercise (a) all or any of the powers conferred on a lender by the Law of Property Act 1925 including the disposal or sale of all or any of the Property without the restrictions contained within Section 103 or 109 (1) of the Law of Property Act 1925 and (b) all or any of the other rights and powers conferred by this Legal Charge by the Law of Property Act 1925. All the legal costs plus VAT and court costs incurred by the Lender in enforcing the security under this clause 9.5 is to be paid by the borrower in addition to the Outstanding Balance.

9.6 Representations and Warranties

The Borrower makes the following representations and warranties to the Lender on the date of this deed and the representations and warranties are deemed to be repeated each day with reference to the facts and circumstances existing at the time of repetition:

- 9.6.1 the Borrower is the sole legal and beneficial owner of the Property and has good and marketable title to the Property;
- 9.6.2 the Property is free from any security or encumbrance other than this deed and any subsequent security created with the consent of the Lender;
- 9.6.3 no facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use;
- 9.6.4 the Borrower has not received notice of any adverse claim by

any person in respect of the Property or any interest in it;

9.6.5 there is no breach of any law or regulation that materially and adversely affects the Property; and

9.6.6 the entry into of this deed by the Borrower does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Borrower or its assets.

9.7 Covenants

The Borrower hereby covenants with the Lender:

9.7.1 to keep the Property insured against all normal risks for the full value thereof in the Borrower's name but with the interest of the Lender noted thereon and to provide, on request, a copy of the current Insurance Schedule to the Lender at any time;

9.7.2 to keep the Property in a good and tenantable condition;

9.7.3 to pay all rates, taxes and other outgoings in respect of the Property as and when they become payable;

9.7.4 to comply with all regulations and legislation in respect of the Property, including without limitation, all environmental legislation;

9.7.5 not to change the use of nor materially alter the Property without the prior written consent of the Lender;

9.7.6 not to do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this

9.7.7 to promptly give full particulars to the Lender of any notice, howsoever and in whatever form received, which relates to a matter that may affect the Property or the effectiveness of the security created by this deed and (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps in respect of such notice as the Lender thinks fit; and 9.7.8 not to mortgage, lease, let or otherwise part with or share

possession of the Property or any part thereof without the prior written consent of the Lender.

9.8 Indemnity

The Borrower shall fully and effectually indemnify the Lender and any Receiver and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with this deed.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Examples of the correct form of execution are set out in practice

Execution as a deed usually means that a witness must also sign, and add their name and address.

1	n	Execution	۱'n
ŀ	1 2	EXECUTE	21 1

Executed as a deed by TAYLOR TAYLOR HOMES LIMITED acting by a director

Signature..... Director

In the presence of:

Signature of Witness

Name (in BLOCK CAPITALS) EDWARD HARRIMAN

Address 46 ALBEMARLE AVE

NEWASTLE NEZ 3NQ

Signed as a deed by ANDREW MARK STOKOE

Signature..... in the presence of:

Signature of witness.....

Name (in BLOCK CAPITALS)

Address

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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