Registration of a Charge

Company name: BESCO 78 PROPERTY LIMITED

Company number: 09031611

Received for Electronic Filing: 30/10/2019



Details of Charge

Date of creation: 28/10/2019

Charge code: 0903 1611 0006

Persons entitled: SHAWBROOK BANK LIMITED

Brief description: FREEHOLD PROPERTIES KNOWN AS 146A -146B WAKEFIELD ROAD,

OSSETT, WEST YORKSHIRE, WF5 9AR BEING ALL OF THE LAND AND

BUILDINGS IN TITLES WYK468789 & WYK465033 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.



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9031611

Charge code: 0903 1611 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2019 and created by BESCO 78 PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2019.

Given at Companies House, Cardiff on 31st October 2019

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:

Besco 78 Property Limited - 09031611 - 64 Woodlea Avenue,

Reinwood Manor, Huddersfield, HD3 4EF

Mortgagor:

Besco 78 Property Limited - 09031611 - 64 Woodlea Avenue,

Reinwood Manor, Huddersfield, HD3 4EF

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) 146a-146b Wakefield Road, Ossett, West Yorkshire, WF5 9AR and as more particularly described at the Land Registry: 146b

Wakefield Road, Ossett (WF5 9AR)

(2) 146a-146b Wakefield Road, Ossett, West Yorkshire, WF5 9AR and as more particularly described at the Land Registry: 146a

Wakefield Road, Ossett (WF5 9AR)

Title Number:

The whole of the following Title Number(s)

(1) WYK468789 (2) WYK465033

Class of Title:

1.

(1) Freehold Title Absolute(2) Freehold Title Absolute

By THIS DEED of LEGAL CHARGE, dated 28th Ochber 2019

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 (05/04/2018) ("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 Besco 78 Property Limited acting by Christophe Ray Walker, a director:

(Director signature)

in the presence of:

Witness:	EHWIMams - (signature of witness)
Name:	ELLIW HAF WILLIAMS. (block capitals)
Address:	5 Holme Close. Selby. Jos 3 AF.

Lender Signed by Shawbrook Bank Limited acting by its attorney May