



Registration of a Charge

Company name: **LINGAN 1 LIMITED**

Company number: **10647834**



X6BYTPD6

Received for Electronic Filing: **02/08/2017**

Details of Charge

Date of creation: **28/07/2017**

Charge code: **1064 7834 0001**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **56 HULL ROAD, HESSLE, NORTH HUMBERSIDE, HU130AN AND AS MORE PARTICULARLY DESCRIBED AT THE LAND REGISTRY: 56/56A, HULL ROAD, HESSLE (HU13 0AN)**

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: **LIGHTFOOTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10647834

Charge code: 1064 7834 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2017 and created by LINGAN 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2017 .

Given at Companies House, Cardiff on 4th August 2017

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**

Charge given by a corporate (England and Wales) - Full recourse

Borrower: Lingan 1 Limited - 10647834 - Nisa Local, 1a Yatesbury Garth,
Bransholme, Hull, HU7 4NB

Mortgagor: Lingan 1 Limited - 10647834 - Nisa Local, 1a Yatesbury Garth,
Bransholme, Hull, HU7 4NB

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: 56 Hull Road,
Hessle,
North Humberside,
HU130AN and as more particularly described at the Land Registry:
56/56a, Hull Road, Hessle (HU13 0AN).

Title Number: YEA74464

Class of Title: Freehold Title Absolute

1. **By THIS DEED of LEGAL CHARGE**, dated 28 July 2017

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 [28/07/2017] 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
Lingan 1 Limited acting by
two directors or a director and its secretary

Director	<u>f. T. Bobitha</u> (signature)
Full Name:	<u>BOBITHA. PUVANENDRAN</u>
Director/Company Secretary	<u>f. P. Thirugan</u> (signature)
Full Name:	<u>THIRUGAN. PUVANENDRAN</u>

Lender

Signed by as a deed by Melrose Toller acting as attorney for
Shawbrook Bank Limited under a power of Attorney dated 11 May 2017 (attached)
acting by its attorney M. Toller

in presence of

Emerang Jacqueline Craig
Solicitor

LIGHTFOOT
1-3 HIGH STREET
THAME, OXON
OX9 2BX

LIGHTFOOTS
1-3 HIGH STREET
THAME, OXON
OX9 2BX

Power of Attorney

THIS POWER OF ATTORNEY is made on the day of **11 MAY** 2017 by Shawbrook Bank Limited (Company Registration No.388466) whose registered address is at Lutea House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, Essex, CM13 3BE ("the Company")

1. Appointment

The Company hereby jointly and severally appoints Joe Middleton, Jacqueline Craig, Alex Jenkins and Melissa Tallon all of Lightfoots LLP of 1-3 High Street, Thame, Oxfordshire OX9 2BX to be its true and lawful attorneys ("the Attorneys") and in their name to on its behalf sign execute and deliver jointly or severally any document, deed or other instrument necessary to discharge registered security at H M Land Registry or Legal Charge executed by a borrower in support of a commercial or residential loan instruction completed by Lightfoots

2. Conditions and restrictions

The power conferred on the Attorneys by this deed can only be exercised on condition that a minimum of one of the Attorneys execute the forms and must execute such documents in the presence of a witness.

3. Revocation

This deed shall revoke and fully supersede the previous Power of Attorney granted by the Company to the Attorneys and dated 27 April 2016 and more generally the power conferred by this deed in favour of any one or more of the Attorneys may be revoked by the Company at any time by giving written notice to such Attorney or Attorneys to that effect notwithstanding which this Power of Attorney shall terminate on the date one year from the date hereof.

4. Construction

This Power of Attorney shall be governed by and construed in accordance with the Law of England and Wales.

IN WITNESS whereof we have executed this Power of Attorney as a deed by Shawbrook Bank Ltd

at **AS BELOW** on the **11** day of **MAY**, Two Thousand and Seventeen by:-
(LUTEA HOUSE)

Director:



Full name:

Stephen Johnson

Witness Signature:



Witness Name:

FAIZAL NISAR (SOLICITOR)

Witness Address:

**LUTEA HOUSE, WARLEY HILL BUSINESS PARK, THE DRIVE,
GREAT WARLEY, BRENTWOOD, ESSEX, CM13 3BE**

KEY SIGNATORIES representing Shawbrook Bank Limited as per the Power of Attorney
dated 11 day of May 2017

Joe Middleton: [Signature]

Jacqueline Craig: [Signature]

Alex Jenkins: [Signature]

Melissa Tallon: [Signature]