Companies House

Company Name: **XANTHAN LTD**
Company Number: **12615882**

XAX42OBK

Received for filing in Electronic Format on the: **04/02/2022**

Details of Charge

Date of creation: **04/02/2022**

Charge code: **1261 5882 0001**

Persons entitled: **LENDINVEST SECURITY TRUSTEES LIMITED**

Brief description: **ASHFIELD LODGE, STOCKWITH ROAD, DN10 4JF**

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: **LIGHTFOOTS LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12615882

Charge code: 1261 5882 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2022 and created by XANTHAN LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2022 .

Given at Companies House, Cardiff on 7th February 2022

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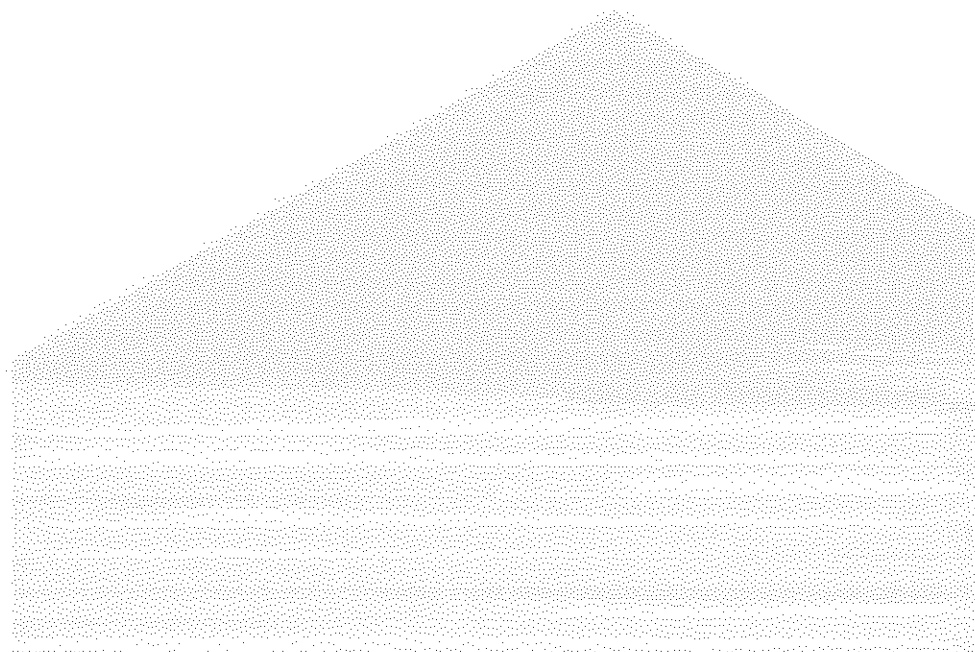
Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

lendinvest

LendInvest Mortgage Deed

THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST THE PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Legal mortgage made on O4 /02 /   2022

By this legal mortgage made by *you*:

BOX A (Borrower details)

Xanthan Ltd
of
43a Market Place, Bawtry, Doncaster, England, DN10 6JL
with registered number 12615882

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in favour of us, LendInvest Security Trustees Limited (company number: 08743617) of 8 Mortimer Street, London, England, W1T 3JJ, *you* charge the *Property* to secure *your* liabilities to the *Secured Parties* on the terms which appear in this *Mortgage Deed* (including the *Mortgage Conditions*).

BOX B (Description of the freehold/leasehold property to be mortgaged)

Address of Property

Ashfield Lodge, Stockwith Road, DN10 4JF

Registered Land

Title Number(s)

Unregistered land

The Property is comprised in the following deed(s):

Date	Description of deed(s)	Parties

Form of charge filed at H M Land Registry under reference MD1494A

(1) This *Mortgage Deed* incorporates the General Mortgage Conditions (2017) (the **Mortgage Conditions**). *You* acknowledge that *you* have received a copy of the Mortgage Conditions and agree that *you* will observe and perform them.

(2) Terms in italics used in this *Mortgage Deed* are defined in or, as applicable, interpreted in accordance with, the Mortgage Conditions.

(3) *You* undertake to pay *us*, on demand, the amounts outstanding in respect of the *Debt* when they become due.

(4) As continuing security for the payment and discharge of the *Debt* with full title guarantee:

    (A) *you* charge to *us*:

        (i) by way of legal mortgage, the *Property*;

        (ii) by way of fixed charge to the extent not effectively assigned under sub-paragraph (4)(B) below:

            (a) all *your Insurance Policy Rights*;

            (b) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income*;

            (c) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*; and

        (iii) by way of fixed charge all *Authorisations* and all rights in connection with those *Authorisations*;

    (B) *you* assign to us absolutely (subject to such rights being re-assigned to *you* at the end of the *Security Period*);

        (i) all of *your Insurance Policy Rights*;

        (ii) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income*; and

        (iii) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*,

    provided that nothing in this sub-paragraph (4)(B) shall constitute *us* as mortgagee in possession.

(5) Subject to the terms of the *Mortgage Documents*, the *Lender* under the applicable *Loan Agreement* is under an obligation to make further advances in accordance with Section D of the Mortgage Conditions and LendInvest Security Trustees Limited (as security trustee for the Lender) applies for that obligation to be entered in the register at the Land Registry.

(6) *You* consent to an application being made by us to the Land Registry for the following restriction to be registered against the title to the *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 LendInvest Security Trustees Limited referred to in the charges register."

You also consent to us registering any priority arrangements applicable to the Mortgage Deed at the Land Registry which will then be publicly available.

This *Mortgage Deed* has been executed as a deed and is delivered and takes effect on the date stated at the top of the first page of this *Mortgage Deed.*

lendinvest

EXECUTION PAGE TO MORTGAGE DEED

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Where you are a limited company and are signing by a director in the presence of a witness

Executed as a deed by Xanthan Ltd
acting by its Director

MATTHEW REYNOLDS

Name of Director

Signature of Director

In the presence of a witness:

Witness signature

Witness name   NIGEL O'BRIEN

Witness address   61 WOODFIELD ROAD
GAINSBOROUGH LINCS DN21 1RE

Witness occupation   LABOURER