



Registration of a Charge

LLP name: **FORTIS GREEN HOLDINGS LLP**

LLP number: **OC420012**



X9GJME57

Received for Electronic Filing: **27/10/2020**

Details of Charge

Date of creation: **23/10/2020**

Charge code: **OC42 0012 0001**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **LEASEHOLD PROPERTIES KNOWN AS (1) 23 HERBERT STREET, BURNLEY, LANCASHIRE, BB11 4JX. (2) 107 WATERBARN STREET, BURNLEY LANE, BURNLEY, LANCASHIRE, BB10 1RP. (3) 23 QUEENSBERRY ROAD, BURNLEY, LANCASHIRE, BB11 4LH. (4) 29 SANDHURST STREET, BURNLEY, LANCASHIRE, BB11 3DG. (5) 3 ST. ANDREWS STREET, BURNLEY LANE, BURNLEY, LANCASHIRE, BB10 1RH. (6) 19 GREEN STREET, BURNLEY LANE, BURNLEY, LANCASHIRE, BB10 1SZ. (7) 23 GREEN STREET, BURNLEY LANE, BURNLEY, LANCASHIRE, BB10 1SZ. (8) 18 FORD STREET, BURNLEY LANE, BURNLEY, LANCASHIRE, BB10 1RJ. (9) 48 TOWNELEY STREET, BURNLEY LANE, BURNLEY, LANCASHIRE, BB10 1UJ. (10) 115 WATERBARN STREET, BURNLEY LANE, BURNLEY, LANCASHIRE, BB10 1SD. (11) 46 BRENNAND STREET, BURNLEY LANE, BURNLEY, LANCASHIRE, BB10 1SQ. (12) 17 BRUSH STREET, BURNLEY, LANCASHIRE, BB11 5EL. 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.**

Certified by: **PURE LAW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC420012

Charge code: OC42 0012 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd October 2020 and created by FORTIS GREEN HOLDINGS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 27th October 2020 .

Given at Companies House, Cardiff on 28th October 2020

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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

Borrower: Fortis Green Holdings LLP - OC420012 - Moorgate House, 201
Silbury Boulevard, Milton Keynes, MK9 1LZ

Mortgagor: Fortis Green Holdings LLP - OC420012 - Moorgate House, 201
Silbury Boulevard, Milton Keynes, MK9 1LZ

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. 23 Herbert Street, Burnley, Lancashire, BB11 4JX and as more particularly described at the Land Registry: 23 Herbert Street, Burnley (BB11 4JX)
2. 107 Waterbarn Street, Burnley Lane, Burnley, Lancashire, BB10 1RP and as more particularly described at the Land Registry: 107 Waterbarn Street, Burnley (BB10 1RP).
3. 23 Queensberry Road, Burnley, Lancashire, BB11 4LH and as more particularly described at the Land Registry: 23 Queensberry Road, Burnley (BB11 4LH)
4. 29 Sandhurst Street, Burnley, Lancashire, BB11 3DG and as more particularly described at the Land Registry: 29 Sandhurst Street, Burnley (BB11 3DG)
5. 3 St. Andrews Street, Burnley Lane, Burnley, Lancashire, BB10 1RH and as more particularly described at the Land Registry: 3 St Andrews Street, Burnley (BB10 1RH)
6. 19 Green Street, Burnley Lane, Burnley, Lancashire, BB10 1SZ and as more particularly described at the Land Registry: 19 Green Street, Burnley (BB10 1SZ)
7. 23 Green Street, Burnley Lane, Burnley, Lancashire, BB10 1SZ and as more particularly described at the Land Registry: 23 Green Street, Burnley (BB10 1SZ)
8. 18 Ford Street, Burnley Lane, Burnley, Lancashire, BB10 1RJ and as more particularly described at the Land Registry: 18 Ford Street, Burnley (BB10 1RJ)
9. 48 Towneley Street, Burnley Lane, Burnley, Lancashire, BB10 1UJ and as more particularly described at the Land Registry: 48 Towneley Street, Burnley (BB10 1UJ)
10. 115 Waterbarn Street, Burnley Lane, Burnley, Lancashire, BB10 1SD and as more particularly described at the Land Registry: 115 Waterbarn Street, Burnley (BB10 1SD)
11. 46 Brennand Street, Burnley Lane, Burnley, Lancashire, BB10 1SQ and as more particularly described at the Land Registry: 46 Brennand Street, Burnley (BB10 1SQ)
12. 17 Brush Street, Burnley, Lancashire, BB11 5EL and as more particularly described at the Land Registry: 17 Brush Street, Burnley (BB11 5EL)

Title Number: The whole of the following Title Number(s)

1. LA538203
2. LA330495
3. LAN17060
4. LA821840
5. LA394841

6. LA185187
7. LA108348
8. LA470024
9. LA280906
10. LA631881
11. LA244150
12. LA903602

Class of Title:

1. Good Leasehold
2. Good Leasehold
3. Good Leasehold
4. Leasehold Title Absolute
5. Good Leasehold
6. Good Leasehold
7. Good Leasehold
8. Good Leasehold
9. Good Leasehold
10. Leasehold Title Absolute
11. Good Leasehold
12. Good Leasehold

1. **By THIS DEED of LEGAL CHARGE**, dated *23rd October 2020*

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.
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. 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 (08/05/2020) ("**Terms and Conditions**") which are hereby incorporated into this Charge and the Mortgagor agrees to those Terms and Conditions as subsequently amended, supplemented and/or varied from time to time.

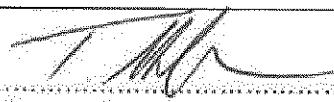
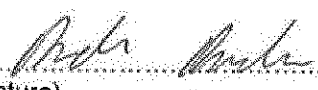
THIS CHARGE has been executed as a deed on the date written on the first page of this Charge.

EXECUTION PAGE

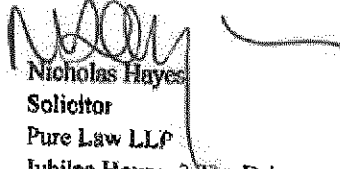
WARNING:

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
Fortis Green Holdings LLP acting by
two members

| | |
|------------|--|
| Member |  (signature) |
| Full Name: | THOMAS MCGRATH |
| Member |  (signature) |
| Full Name: | ANDREW DAVIDSON |

Lender
Signed by
Shawbrook Bank Limited
acting by its attorney


Nicholas Hayes
Solicitor
Pure Law LLP
Jubilee House, 3 The Drive
Brentwood, Essex, CM13 3FR