



Registration of a Charge

Company name: **HAWKFIELD HOMES (BRISTOL) LIMITED**

Company number: **11104564**



X9W88Q8B

Received for Electronic Filing: **15/01/2021**

Details of Charge

Date of creation: **14/01/2021**

Charge code: **1110 4564 0002**

Persons entitled: **LENDINVEST SECURTY TRUSTEES LIMITED**

Brief description: **[1] GIANT GORAM, BARROWMEAD DRIVE, BRISTOL, BS11 0JT [2] FLAT, 10A PARNELL ROAD, CLEVEDON, BS21 6DB ; LAND AND BUILDINGS ADJOINING 10A PARNELL ROAD, CLEVEDON AND LAND ADJOINING 10A PARNELL ROAD, CLEVEDON BS21 6DB**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

CONNOR BOURKE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11104564

Charge code: 1110 4564 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th January 2021 and created by HAWKFIELD HOMES (BRISTOL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th January 2021 .

Given at Companies House, Cardiff on 18th January 2021

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

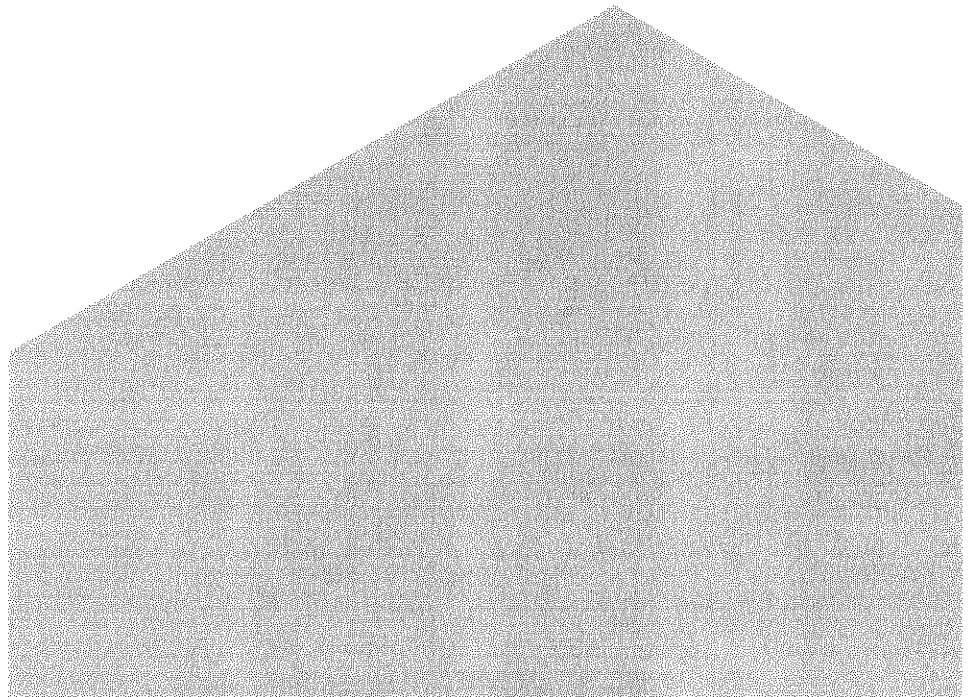


THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



LendInvest Mortgage Deed

England & Wales (Bridge Finance)



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 14 January 2020²¹

By this legal mortgage made by you:

BOX A (Borrower details)

Hawkfield Homes (Bristol) Limited
of
4 King Square, Bridgwater, Somerset, TA6 3YF
with registered number 11104564

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

Address of Property:

- (1) Giant Goram, Barrowmead Drive, Bristol, BS11 0 JT
- (2) Flat, 10a Parnell Road, Clevedon, BS21 6DB ; Land and buildings adjoining 10a Parnell Road, Clevedon and Land adjoining 10a Parnell Road, Clevedon BS21 6DB

Registered Land

Title Number(s)

Title Number:

- (1) AV226247
- (2) ST187927; ST186437; and ST357029
- (3)

Unregistered land

The Property is comprised in the following deed(s):		
Date	Description of deed(s)	Parties
Not applicable	Not applicable	Not applicable

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 14/01/2021 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*.

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 Hawkfield Homes (Bristol) Limited
acting by its Director

JAMES KIMMARTIN
Name of Director

[Signature]
Signature of Director

In the presence of a witness:

Witness signature [Signature]

Witness name Ashley White

Witness address 3 Richmond Hill
Bristol, BS8 1AT

Witness occupation Solicitor