



**Registration of a Charge**

Company name: **NEWLYNN HOMES (SHERWOOD) LTD**

Company number: **11898252**



X8A0PYEX

Received for Electronic Filing: **19/07/2019**

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**Details of Charge**

Date of creation: **15/07/2019**

Charge code: **1189 8252 0002**

Persons entitled: **198 FINANCE LIMITED**

Brief description: **ALL LAND VESTED IN OR CHARGED TO THE BORROWER, ALL FIXTURES AND FITTINGS ATTACHED TO THAT LAND AND ALL RENTS RECEIVABLE FROM ANY LEASE GRANTED OUT OF THAT LAND. REFERENCES TO LAND ARE TO ANY INTEREST IN HERITABLE, FREEHOLD OR LEASEHOLD LAND, ALL PLANT AND MACHINERY INCLUDING ANY ASSOCIATED WARRANTIES AND MAINTENANCE CONTRACTS, ALL THE GOODWILL OF THE BORROWER'S BUSINESS, ANY UNCALLED CAPITAL, ALL STOCK, SHARES AND OTHER SECURITIES HELD BY THE BORROWER AT ANY TIME IN ANY SUBSIDIARY AND ALL INCOME AND RIGHTS RELATING TO THOSE STOCKS, SHARES AND SECURITIES, ALL INTELLECTUAL PROPERTY, LICENCES, CLAIMS, INSURANCE POLICIES, PROCEEDS OF ANY INSURANCE AND ANY OTHER LEGAL RIGHTS AND THE BENEFIT OF ANY HEDGING ARRANGEMENT, FUTURE TRANSACTIONS OR TREASURY INSTRUMENTS. A 'SUBSIDIARY' MEANS AN ENTITY CONTROLLED, DIRECTLY OR INDIRECTLY, BY THE BORROWER OR BY A SUBSIDIARY OF THE BORROWER. 'CONTROL' MEANS THE ABILITY TO APPOINT AND REMOVE DIRECTORS OR EXERCISE THE MAJORITY OF VOTING RIGHTS, ALONE OR WITH THE AGREEMENT OF OTHERS.**

**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.**

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## 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: **HOLLIE WATKIND**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11898252

Charge code: 1189 8252 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2019 and created by NEWLYNN HOMES (SHERWOOD) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2019 .

Given at Companies House, Cardiff on 22nd July 2019

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**

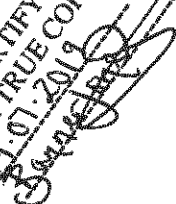


THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated

15<sup>th</sup> July

2019

WE CERTIFY THAT THIS  
IS A TRUE COPY OF THE ORIGINAL  
19.07.2019  


198 Finance Limited

- to -

Newlynn Homes (Sherwood) Ltd

Debenture

Edwards Clegg  
Solicitors  
10 Cross Street  
Beeston  
Nottingham  
NG9 2NX

This **Debenture** is dated

15<sup>th</sup> July

2019

**BETWEEN:-**

**Lender:** 198 Finance Limited (Company Registration Number 11388132) whose registered office is at 64-66 Outram Street, Sutton in Ashfield, Nottinghamshire NG17 4FS

**Borrower:** Newlynn Homes (Sherwood) Ltd (Company Registration Number 11898252) whose registered office is at 18 The Ropewalk, Nottingham NG2 5DT

**1. Borrower's Obligations**

The Borrower will pay to the Lender on demand all the Borrower's Obligations. The **Borrower's Obligations** are all the Borrower's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Lender, calculated both before and after demand or judgment on a daily basis and compounded accordingly to agreement, or, in the absence of agreement, quarterly on the days selected by the Lender.
- 1.2 any expenses the Lender or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with:
  - 1.2.1 the **Property** charged by Clause 2. References to Property include any part of it.
  - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

**2. Charge**

The Borrower, as a continuing security for the payment on demand of the Borrower's Obligations and with full title guarantee, give to the Lender:

- 2.1 a fixed charge over the following property of the Borrower, owned now or in the future:
  - 2.1.1 all Land vested in or charged to the Borrower, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land.
  - 2.1.2 all plant and machinery, including any associated warranties and maintenance contracts.
  - 2.1.3 all the goodwill of the Borrower's business.
  - 2.1.4 any uncalled capital.

- 2.1.5 all stock, shares and other securities held by the Borrower at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.

A **Subsidiary** is an entity controlled, directly or indirectly, by the Borrower or by a Subsidiary of the Borrower. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.

- 2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.
- 2.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments.
- 2.2 a floating charge over all the other property, assets and rights of the Borrower owned now in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Lender.

### **3. Restrictions**

The Borrower will not, without the Lender's consent:

- 3.1 permit or create any mortgage, standard security, charge or lien on the Property.
- 3.2 dispose of the Property charged by Clause 2.1.
- 3.3 dispose of the Property charged by Clause 2.2, other than in the ordinary course of business.
- 3.4 call on, or accept payment of, any uncalled capital.
- 3.5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Borrower will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 3.6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 3.7 dispose of, part with or share possession or occupation of any of its Land.

### **4. Property Undertakings**

The Borrower will:

- 4.1 permit the Lender at any time to inspect the Property.
- 4.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Lender, terrorism cover) to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Borrower's expense.

- 4.3 hold on trust for the Lender all proceeds of any insurance of the Property. At the Lender's option, the Borrower will apply the proceeds in making good the relevant loss or damage, or to reduce the Borrower's Obligations.
- 4.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property.
- 4.5 keep the Property in good condition.
- 4.6 not, without the Lender's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.
- 4.7 pay all the money the Borrower receives in respect of book and other debts into an account with the Lender. The Lender may specify the relevant account.

## **5. Conversion of Floating Charge to Fixed Charge**

- 5.1 The Lender may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Borrower will not dispose of the affected Property without the Lender's consent.
- 5.2 The floating charge will become a fixed charge if an administrator of the Borrower is appointed.

## **6. Investigating Accounts**

The Lender requires the Borrower to appoint a firm of accountants to review its financial affairs, if:

- 6.1 any of the Borrower's Obligations are not paid when due.
- 6.2 the Lender considers that the Borrower has breached any other obligation to the Lender.
- 6.3 the Lender considers any information provided by the Borrower to be materially inaccurate.

Any review required will take place within 7 days of the Lender's request (or longer if the Lender agrees). The firm, and the terms of reference, must be approved by the Lender. The Borrower (and not the Lender) will be responsible for the firm's fees and expenses, but the Lender may make payment and the Borrower will repay the Lender on demand.

## **7. Possession and Exercise of Powers**

- 7.1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Borrower will continue in possession until the Lender takes possession.
- 7.2 The Lender may take possession and enforce this deed without further delay if:
- 7.2.1 the Lender demands payment of any of the Borrower's Obligations.
  - 7.2.2 the Borrower asks the Lender, or the Lender receives notice of intention, to appoint an administrator or an administration application is made.
  - 7.2.3 a meeting is called or a petition is presented for liquidation of the Borrower.
  - 7.2.4 any security is enforced in respect of any assets of the Borrower.
- 7.3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.
- 7.4 The Lender will not be liable to account to the Borrower for any money not actually received by the Lender.

#### **8. Appointment of Receiver or Administrator**

The Lender may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Borrower. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Borrower's agent and the Borrower (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

#### **9. Powers of the Lender and Receivers**

- 9.1 The Lender or any receiver may:
- 9.1.1 carry on the Borrower's business.
  - 9.1.2 enter, take possession of, and/or generally manage the Property.
  - 9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair of any Land.
  - 9.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include and or property that is purchased by the Lender or a receiver under this power.

- 9.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land.
- 9.1.6 complete any transactions by executing any deeds or documents in the name of the Borrower.
- 9.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
- 9.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
- 9.1.9 call up any uncalled capital with all the powers conferred by the Borrower's articles of association.
- 9.1.10 employ advisers, consultants, managers, agents, workmen and others.
- 9.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
- 9.1.12 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 9.2 A receiver may borrow and secure the repayment of any money, in priority to the Borrower's Obligations.
- 9.3 Joint receivers may exercise their powers jointly or separately.
- 9.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9.5 The Lender may exercise any of its powers even if a receiver has been appointed.
- 9.6 The Lender may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise the Lender will exercise those rights as instructed by the Borrower.
- 9.7 The Lender may set off any amount due from the Borrower against any amount owed by the Lender to the Borrower. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 9.8 Any credit balance with the Lender will not be repayable, or capable of being disposed of, charged or dealt with by the Borrower until the Borrower's Obligations, both before and after demand, have been paid in full. The Lender allowing the Borrower to make withdrawals will not waive this restriction in respect of future withdrawals.

**10. Application of Payments**

The Lender may apply any payments received for the Borrower to reduce any of the Borrower's Obligations, as the Lender decides.

**11. Preservation of Other Security and Rights and Further Assurance**

11.1 This deed is in addition to any other security or guarantee for the Borrower's Obligations held by the Lender now or in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together with it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.

11.2 On request, the Borrower will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

**12. Power of Attorney**

To give effect to this deed and secure the exercise of any of their powers, the Borrower irrevocably appoints the Lender, and separately any receiver, to be the Borrower's attorney (with full power of substitution and delegation), in the Borrower's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

**13. Consents, Notices and Demands**

13.1 All consents, notices and demands must be in writing.

13.2 The Lender may deliver a notice or demand to the Borrower at its registered office or at the contact details last known to the Lender.

13.3 A notice or demand signed by an official of the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if any fax, at the time of sending, if sent before 6.00 pm on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

13.4 A notice from the Borrower to the Lender will be effective on receipt.

**14. Transfers**

The Lender may allow any person to take over any of its rights and duties under this deed. The Borrower authorises the Lender to give that person or its agent any financial or other information about the Borrower. References to the Lender include its successors.

**15. Law**

- 15.1 English law applies to this deed and the English courts have exclusive jurisdiction.
- 15.2 For the benefit of the Lender, the Borrower irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Borrower and may be enforced against the Borrower in the courts of any other jurisdiction.

**Executed and Delivered** as a deed by  
**198 Finance Limited**  
acting by **John Derek Crabtree**  
a Director of the Borrower  
in the presence of:

.....

Witness's signature .....

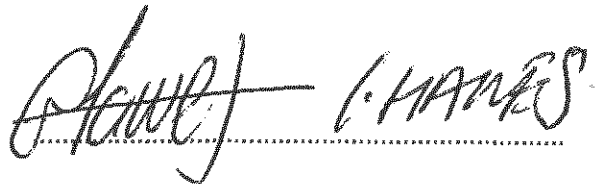
Witness's full name .....

Address .....

.....

Occupation .....

**Executed and Delivered** as a deed by  
**Newlynn Homes (Sherwood) Ltd**  
acting by **Craig Thomas Hawes**  
a Director of the Lender  
in the presence of:



Witness's signature .....

Witness's full name .....

Address .....

.....

Occupation .....

Matthew Maiden LLB, Solicitor  
Banner Jones Ltd  
Corner House  
Union Street  
Mansfield  
Nottinghamshire  
NG18 1RP  
Tel: 01623 675 800