

000327/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

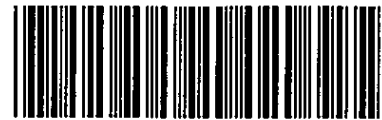
Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the Web
Please go to www.companieshouse.gov.uk



R33U6DWX

RCS 17/03/2014 #143

COMPANIES HOUSE

A33OFDFL

A16 14/03/2014 #233

COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where
instrument Use form MR01

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 1 5 2 7 5 0 0

Company name in full NOEL VILLAGE (STEEL FOUNDER) LIMITED

25 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 8 0 2 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name DONBACK LIMITED (CRN 01925556)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MRO1

Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description			
5	Fixed charge or fixed security	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	

MR01

Particulars of a charge

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

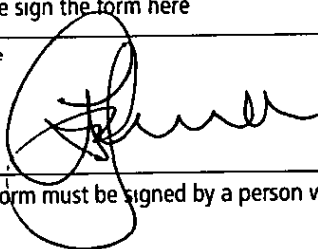
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Mr Christopher Downton**

Company name **Downton Commercial Law Firm**

Address **Number One, Railway Court**

Ten Pound Walk

Post town **Doncaster**

County/Region **South Yorkshire**

Postcode **D N 4 5 F B**

Country **South Yorkshire**

DX **DX711424 Doncaster 12**

Telephone **01302 360060**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

PROFORMA

Company Number. 01527500

Company Name NOEL VILLAGE (STEEL FOUNDER) LIMITED

Contact Name/ Organisation DOWNTON COMMERCIAL LAW FIRM

Address NUMBER ONE, RAILWAY COURT, TEN POUND WALK,
DONCASTER DN4 5FB

**The following details will need to be added to, amended or deleted from the
Form MR01/LLMR01/MR08/LLMR08**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- X Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

(Please give the instructions in the box below)

**THE NAME "DONBAC LIMITED (CRN: 01925556)" SHOULD BE
INSERTED IN PLACE OF THE NAME "DONBACK LIMITED (CRN:
01925556)" WHICH INCORRECTLY APPEARS IN SECTION 3 (PERSONS
ENTITLED TO THE CHARGE) ON THE FORM MR01**

Dx



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1527500

Charge code: 0152 7500 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2014 and created by NOEL VILLAGE (STEEL FOUNDER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2014

Given at Companies House, Cardiff on 17th March 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIS DEBENTURE is made the 28 day of February 2014

BETWEEN

(1) Noel Village (Steel Founder) Limited (Company No 01527500) whose registered office is at Carr Hill, Balby, Doncaster, DN4 8DE (**Company**) and

(2) **DONBAC LIMITED** (Company No 01925556) whose registered office is at PO Box 978, Sidings Court, Lakeside, Doncaster, South Yorkshire DN4 5NU (**Donbac**)

NOW THIS DEED WITNESSES as follows

Downton Commercial Law Firm
(SRA No 531167)
CERTIFIED
A TRUE COPY OF THE ORIGINAL
SIGNED
DATE 13/3/2014

1. Interpretation

1.1 In this Debenture, unless the context otherwise requires

1.1.1 **Account** means the current account of the Company, or such other account as Donbac may at any time stipulate,

1.1.2 **Administrator** means an administrator appointed under the Insolvency Act 1986,

1.1.3 **Assets** means all the undertaking, property and assets of the Company whatsoever and wheresoever present or future,

1.1.4 **Asset Contracts** means all the rights of the Company, now or in the future, arising from any agreement for the acquisition of any property (real or personal) by the Company or for the hire, lease or loan of any property (real or personal), to the Company

- 1 1 5 **Debts** means all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person)
- 1 1.6 **Donbac** includes persons deriving title under Donbac,
- 1.1 7 **Encumbrance** means any mortgage, charge, pledge, lien or other security interest of any kind, and any right of set-off, assignment, trust or other agreement or arrangement whatsoever for the purpose of providing security other than liens arising by operation of law in the ordinary course of the Company's business,
- 1 1 8 **Insurances** means all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof;
- 1.1 9 **Land** means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated
- 1 1.10 **Other Claims** means all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of this Debenture;
- 1 1 11 **Plant and Equipment** means all plant, machinery, equipment of any kind and motor vehicles now or at any time owned by the Company as a capital asset
- 1 1 12 **Principal Sum** means the sum of Seventy Five Thousand Pounds (£75,000) advanced by Donbac to the Company (receipt of which the Company hereby acknowledges)

- 1.1 13 **Receiver** means any receiver appointed under this Debenture, and, where more than one receiver has been appointed, each of them,
- 1 1.14 **Rents** means any sum payable to the Company (and any right to recover any such a sum)
- 1 1 14 1 by way of rent, service charge or otherwise under any lease of Land, or any other income arising from any Land, and
- 1.1 14 2 by way of rent or otherwise for or in connection with the possession or use of; or in respect of any trespass to or conversion of, any chattel,
- 1 1.15 **'Secured Liabilities'** 'means the Principal Sum and all money, liabilities and obligations now or in the future owed or incurred by the Company to Donbac of any kind, however arising whether sole or joint, whether as principal or as surety, whether or not Donbac was the original creditor in respect thereof, and including (without limitation) interest, costs, charges and expenses incurred by Donbac in enforcing this Debenture.

2. Company's obligations

The Company covenants

- 2.1 to pay interest to Donbac upon the Secured Liabilities outstanding at any time at the rate of 11% per annum
- 2 2 to repay to Donbac the Principal Sum together with interest thereon by 36 equal monthly payments of £2454.82 and a final payment of £2454.63 (or such other amounts as Donbac may agree in writing) by direct debit on the last day of every month the first payment to be made on 28th day of February 2013 (or such other dates as Donbac may agree in writing)

- 2.3 to pay to Donbac the Secured Liabilities (other than the Principal Sum) on demand

3. Charges

As security for payment of the Secured Liabilities the Company (with full title guarantee) hereby charges to Donbac

- 3.1 by way of first legal mortgage all Land now owned by the Company including (without limitation) the land which is described in the Schedule,

- 3.2 by way of first fixed equitable charge all Land which the Company acquires in the future;

- 3.3 by way of separate first fixed charges

- 3.3.1 all the goodwill and uncalled capital of the Company, present or future,

- 3.3.2 the Insurances;

- 3.3.3 the Debts,

- 3.3.4 the Rents;

- 3.3.5 the Other Claims; and

- 3.3.6 the Plant and Equipment,

- 3.4 by way of first floating charge all those Assets which are not for any reason effectively charged by this Debenture by way of fixed charge or mortgage

4. Protection of Lender's rights

- 4.1 The Company shall pay into the Account all moneys which it receives in respect of any Debts, Insurances and Rents and any other of the rights and claims charged under clause 3.3 above and until such payment hold all moneys so received upon trust for Donbac and shall not without the prior written consent of Donbac charge, factor, discount or assign any of them in favour of any other person, or otherwise deal with them except for the purpose of collecting them in and paying them as required by this clause.
- 4.2 Subject to the rights of the Company's bankers the Company shall pay or deal with the such monies held in the Account in accordance with any written directions given by Donbac from time to time.
- 4.3 In the absence of any written directions from Donbac any such monies held on Account shall be released from the fixed charge imposed by clause 3.3 and shall be subject to the floating charge imposed by clause 3.4
- 4.4 The Company covenants not, without the prior written consent of Donbac, to:
- 4.4.1 part with or dispose of any of the Assets charged by way of fixed charge or mortgage; or
- 4.4.2 part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern.
- 4.5 Donbac may by notice in writing to the Company convert any floating charge created by this Debenture into a fixed charge in respect of any

Assets specified in such notice. Any such floating charge shall automatically be converted into a fixed charge

- 4.5.1 in respect of any Assets, immediately prior to the Company agreeing (otherwise than as permitted by clause 4.4.1) to create any Encumbrance over those Assets in favour of any other person, or to part with or dispose of them otherwise than in the ordinary course of carrying on the Company's business as a going concern, and
- 4.5.2 in respect of all the Assets if the Company ceases or threatens to cease to carry on business or to be a going concern or if any voluntary arrangement or other moratorium (other than a moratorium under Section 1A of the Insolvency Act 1986) or compromise with the Company's creditors, or any class of them, is proposed or put into effect;
- 4.6 The Company shall subject to the rights of any prior mortgagee deposit with Donbac all deeds and documents of title relating to the Company's Land, and the Insurances.
- 4.7 The Company shall, at its own expense, at any time when required by Donbac execute and deliver all deeds and documents, and concur in all acts which Donbac may deem necessary, to vest in Donbac the security intended to be created by this Debenture over all or any of the Assets or to facilitate the enforcement of that security, or the exercise of any powers or discretions intended to be vested in Donbac or the Receiver by this Debenture, in such form as Donbac may require.

5. Covenants

- 5.1 While this Debenture continues in force the Company shall

- 5.1 1 provide to Donbac all information and copies of all documents which Donbac may reasonably require relating to the financial affairs of the Company and shall provide not later than 21 days after the end of each month copies of management accounts bank statements, financial information and details of any material change in the trading position, conduct or control of the Company's business
- 5 1 2 provide to Donbac not later than 60 days after the end of each financial year, copies of the filed profit and loss account and balance sheet, with all the reports and notes required to be attached to them;
- 5 1.3 pay on demand all sums due to the Department of Business Innovation and Skills under the Small Firms Loan Guarantee Scheme and the Enterprise Guarantee Scheme
- 5.1 4 not without previous consent in writing of Donbac to assign or transfer any of the rights or obligations of the Company under this Debenture.
- 5.1.5 put and keep all its buildings in good and substantial repair and all fixtures and fittings, plant, machinery and other effects in good working order and condition,
- 5 1 6 maintain all such insurances as are normally maintained by prudent companies carrying on similar businesses, and in particular (but without limitation) will insure and keep insured such of the Assets as are insurable with an insurance office or underwriters to be approved by Donbac in writing from time to time, in the joint names of the Company and Donbac against loss or damage by fire and such other risks (on terms that the insurer shall not avoid, cancel or fail to renew any such policy for non-payment of premium without first giving not less than 21

days' prior notice to Donbac, and on such other terms as Donbac may from time to time require, in their full replacement value for the time being),

5.2 If the Company is in default under any of the covenants set out in clause 5.1 above (or any of its other obligations under this Debenture), Donbac may at its sole discretion (but will not be obliged to) take any steps which it considers necessary to remedy the default and may pay any amount which the Company ought to pay, and may authorise any person to enter, by force if necessary, on any Land or into any building owned or occupied by the Company and perform works, and may put in place or renew any insurance. Neither Donbac, nor any person authorised by it, shall be deemed to have taken possession of any Land by virtue of exercising any power given by this clause, until Donbac (or any such person) serves notice in writing on the Company expressly stipulating its intention to take possession.

5.3 All moneys received in respect of any Insurance whatsoever (other than any indemnity against liability to a third party) shall, as Donbac in its sole discretion requires, be applied either in making good the loss or damage in respect of which the money is received or towards discharge of the Secured Liabilities

6. Demand and enforcement

6.1 This Debenture shall become enforceable

6.1.1 upon the Company defaulting for 7 days on the payments due under clauses 2.1 and 2.3 and prior to any payment Donbac

serving notice in writing on the Company demanding payment of the Secured Liabilities

- 6 1 2 upon any request being made by the Company to Donbac for the appointment of an Administrator or a Receiver or for Donbac to exercise any other power or right available to it,
- 6 1.3 upon the occurrence of any event referred to in clause 4 5, or any event causing the floating charge created by this Debenture to become fixed in relation to any Assets,
- 6 1 4 upon the passing of any resolution, or the presentation of a petition for winding up in relation to the Company;
- 6 1.5 upon the Company going into administration, or any application being made for an administration order, or any notice being given (by any person to any person) of an intention to appoint an Administrator, in relation to the Company,
- 6 1 6 upon any moratorium coming into effect in respect of all or any of the Company's debts, or the Company taking any step to obtain such a moratorium
- 6 1.7 upon any distress or execution being levied against the Company's property and payment not being made within 7 days
- 6 1 8 upon the Company failing to comply with its obligations in this Debenture or any document ancillary thereto and Donbac then serving notice in writing on the Company demanding payment of the Secured Liabilities.
- 6 1 9 upon any representation or warranty made by the Company being found to be incorrect when made.

- 6.1.10 upon any material change in the control of the Company taking it out of the control of the persons who are members of the Company at the date of this Debenture.
- 6.1.11 upon the Company ceasing or failing to endeavour to employ the number of employees specified in the employment projection made immediately before the creation of this Debenture
- 6.1.12 upon the Company failing to maintain its principal operative base within South Yorkshire.
- 6.1.13 upon the Company selling or disposing of the whole or a substantial part of its Assets without the previous consent in writing of Donbac.
- 6.1.14 upon the Company ceasing to operate its business in the manner described to Donbac prior to the creation of this Debenture.
- 6.2 At any time after this Debenture has become enforceable Donbac may exercise, in respect of any Asset, the power of sale given to mortgagees by the Law of Property Act 1925. The restrictions imposed by Section 103 of that Act shall not apply, and Donbac may delegate the exercise of its power of sale to any Receiver or other person.

7. Receivers and Administrators

- 7.1 At any time after this Debenture has become enforceable, or if the Company so requests at any time, Donbac may (subject as provided below) appoint any person or persons to be a Receiver of all or any part of the Assets hereby charged or to be an Administrator of the Company.

- 7 2 The appointment of an Administrator or Receiver shall be in writing, and may be signed by any director or employee on behalf of Donbac
- 7 3 Donbac may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in the Law of Property Act 1925 Section 109(6) and may (subject to the application of the Insolvency Act 1986 Section 45) remove any person from office in relation to all or any part of the Assets of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of the Assets) appoint a further or other receiver or receivers over all or any part of the Assets
- 7 4 The Receiver shall be the agent of the Company (which shall be solely liable for his acts, defaults and remuneration) unless and until the Company goes into liquidation, whereafter he shall act as principal and shall not become the agent of Donbac, and the Receiver shall have and be entitled to exercise in relation to the Company all the powers set out in the Insolvency Act 1986 Schedule 1 (whether or not he is an administrative receiver) and, in particular, by way of addition to but without limiting such powers, the Receiver shall have power to do the following things, namely.
- 7 4 1 power to carry on or join with any person in carrying on any business (whether or not carried on by the Company prior to his appointment); and
- 7 4.2 power to maintain, repair, make safe, improve and develop any Land or other Asset, and to do all such other things as may in his opinion be necessary or desirable for maintaining or enhancing the value or marketability of any Asset

8. Payment of moneys

Any moneys received by the Receiver or Donbac shall, subject to the payment as far as necessary of any claims having priority to this Debenture, be paid or applied in the following order of priority

- 8 1 in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Receiver and of the remuneration of the Receiver;
- 8 2 in or towards satisfaction of the Secured Liabilities in such order as Donbac may at its discretion require, and
- 8 3 as to the surplus (if any) to the person or persons entitled thereto

9. The Land Registry

- 9.1 The Company shall apply to the Registrar for a restriction to be entered on the register of title of all registered land now or in the future owned by the Company in standard Form P in Schedule 4 to the Land Registration Rules 2003, namely.

'No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated (date) in favour of (chargee under this debenture) referred to in the charges register [or their conveyancer (or) (specify)],

- 9 2 The Company hereby certifies that this Debenture does not contravene any of the provisions of its constitution and has been duly authorised and executed in accordance therewith;

10. Miscellaneous Provisions

10.1 Any notice to be given by either party under this Debenture, shall be in writing and may be made or given at any place of business of the recipient or at its registered office:

10.1.1 by delivering it to any such place; or

10.1.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00 am on the next business day after posting, and proof of posting shall be proof of delivery), or

10.1.3 by sending it by fax to any of the recipient's fax numbers (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt)

10.2 If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not effect.

10.2.1 the validity or enforceability of any other provision, in any jurisdiction, or

10.2.2 the validity or enforceability of that particular provision, in any other jurisdiction.

10.3 Donbac may assign this Debenture to any successor in title to any of the Secured Liabilities, and may disclose any information in its possession relating to the Company, its affairs or the Secured Liabilities to any actual or prospective assignee.

10.4 This Debenture shall be governed by and construed in accordance with English Law, and the Company submits to the jurisdiction of the English Courts for the purposes of any dispute in relation to it

EXECUTED AND DELIVERED AS A DEED by the Company, and executed by Donbac on the date which first appears in the Deed.

SCHEDULE 1

Property Charged by way of Legal Mortgage

Not Applicable

EXECUTED AND DELIVERED
AS A DEED by the **COMPANY**
acting by



C. Village

Director

Director/Secretary

EXECUTED AND DELIVERED
AS A DEED by **DONBAC**
acting by ARTHUR FOREMAN



in the presence of:

Director

~~Director/Secretary~~



TIM DANIELS
5, NICHOLAS WAY
CORRINGHAM
GAINSBROUGH
DN21 5QE
INVESTMENT MANAGER

This Release is made the day of between

DONBAC LIMITED (Donbac) of the one part and
[] **LIMITED** of the other part

WITNESSETH that Donbac acknowledges that it has received the sum of
[£] being the full amount of the Secured Liabilities owing under this
Debenture together with interest thereon

In witness whereof Donbac has executed this Release as a Deed the day and
year first above written

EXECUTED as a Deed by Donbac
acting by.

Director
Director/Secretary