



Registration of a Charge

Company name: **BARRY HOWARD HOMES (TOWCESTER ROAD) LTD**
Company number: **11293435**

Received for Electronic Filing: **03/07/2020**



Details of Charge

Date of creation: **30/06/2020**
Charge code: **1129 3435 0006**
Persons entitled: **OAKNORTH BANK PLC AS SECURITY TRUSTEE, (AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01)**
Brief description: **THE FREEHOLD PROPERTY FILED AT HM LAND REGISTRY AND BEING KNOWN AS 4 TUNNEL HILL COTTAGE, ROTHERSTHROPE LANE, NORTHAMPTON, NN4 8HX (OTHERWISE KNOWN AS THE TANNER AND AYRIS LAND). TITLE NUMBER NN41769**
Contains fixed charge(s).
Contains floating 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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **STUART FITZSIMMONS ON BEHALF OF DENTONS UK & MIDDLE EAST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11293435

Charge code: 1129 3435 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2020 and created by BARRY HOWARD HOMES (TOWCESTER ROAD) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2020 .

Given at Companies House, Cardiff on 6th July 2020

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



SEAH/STF/039811.00009/71445681.6

Supplemental Debenture (additional secured liabilities)

Dated 30 June 2020

Barry Howard Homes (Towcester Road) Ltd
(as Chargor)

OakNorth Bank plc
(as Security Trustee)

Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

Contents

1	Definitions and interpretation	1
2	Creation of Security	2
3	Nature of Security created	2
4	Security to be included in Debenture	2
5	Further Assurance	3
6	Registration at Companies House	3
7	Application to Land Registrar	3
8	Continuing Debenture	3
9	Further provisions	3

Deed

Dated 30 June 2020

Between

- (1) **Barry Howard Homes (Towcester Road) Ltd**, a company incorporated under the laws of England and Wales with registered number 11293435 having its registered office at Unit 9 Basset Court Loake Close, Grange Park, Northampton NN4 5EZ (the **Chargor**); and
- (2) **OakNorth Bank plc** as security trustee for the Secured Parties (the **Security Trustee**).

Recitals

- A The Security Trustee and the Chargor entered into a development facility agreement on 17 May 2018 (the **Development Facility Agreement**).
- B To secure the liabilities under the Development Facility Agreement, the Security Trustee and the Chargor entered into a debenture dated 25 May 2018 (the **Debenture**).
- C It is now intended that the Security Trustee and the Chargor enter into an amendment and restatement agreement to amend and restate the Development Facility Agreement on or around the date of this Deed (the **Amendment and Restatement Agreement**). It is a condition precedent to the Amendment and Restatement Agreement that the Chargor enters into this Deed to ensure that the Debenture continues in full force and effect and extends to cover the liabilities under the Development Facility Agreement (as amended by the Amendment and Restatement Agreement).
- D In addition, the Security Trustee and the Chargor intend to enter into an investment facility agreement on or around the date of this Deed (the **Investment Facility Agreement**). It is a condition precedent to the Investment Facility Agreement that the Chargor enters into this Deed to ensure that the Debenture continues in full force and effect and extends to cover the liabilities under the Investment Facility Agreement.
- E This Deed is supplemental to the Debenture.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- 1.1.1 Unless this Deed expressly provides otherwise, any capitalised term in this Deed, or any term deemed to be incorporated in this Deed, shall have the same meaning as it would have in the Debenture. In addition, with effect from the date of this Deed, any reference in the Debenture to:

Finance Document shall be construed as a reference to that term as defined in each Offer Letter.

Obligors shall be construed as a reference to that term as defined in each Offer Letter.

Offer Letter shall be construed as a reference to:

- (a) the development loan offer letter originally dated 17 May 2018 to the Chargor as Borrower from OakNorth Bank plc as Agent, Arranger, Lender and Security Trustee consisting of the particulars and the conditions as amended and restated pursuant to the Amendment and Restatement Agreement dated on or around the date of this Deed; and
- (b) the investment loan offer letter dated on or around the date of this Deed to the Chargor as Borrower from OakNorth Bank plc as Agent, Arranger, Lender and Security Trustee consisting of the particulars and the conditions.

1.2 Interpretation

Clauses 1.2 (*Construction and Third Party Rights*) to 1.4 (*Effect as a deed*) of the Debenture shall apply to this Deed subject to any necessary changes.

Further Land means the Land referred to in Schedule 1 (*Further Land*).

2 Creation of Security

- 2.1 The Chargor charges by way of legal mortgage its interest in the Further Land.
- 2.2 As a continuing security for the Secured Liabilities, the Chargor charges, mortgages and assigns on the terms set out in Clause 3 (*Security*) of the Debenture, all its business, assets and undertaking as more specifically referred to in the Debenture, upon the terms contained in the Debenture.
- 2.3 This Deed is supplemental to the Debenture. Other than to the extent this Deed expressly provides otherwise the rights, obligations, consents and other terms in the Debenture relating to the security granted under it, shall apply to the security granted under Clause 2 of this Deed, as if set out in full in this Deed.

3 Nature of Security created

The security created under this Deed is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as trustee for the Secured Parties; and
- (d) with full title guarantee.

4 Security to be included in Debenture

For the purposes of this Deed and the Debenture and with effect from the date of this Deed:

- (a) the property and assets of the Chargor mortgaged, charged or assigned to the Security Trustee (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Charged Assets; and

- (b) references in the Debenture to the security created by or pursuant to the Debenture shall be deemed to include the security created by or pursuant to this Deed.

5 Further Assurance

Clause 5 (*Further Assurances*) of the Debenture shall apply in relation to this Deed as if the reference in that clause to the Debenture were a reference to this Deed.

6 Registration at Companies House

The Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

7 Application to Land Registrar

The Chargor consents to the registration against the registered titles specified in Schedule 1 of the Debenture and Schedule 1 (*Further Land*) of;

- 7.1 a restriction in the following terms:

"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 __30 June__ 2020 in favour of OakNorth Bank plc referred to in the charges register or their conveyancer. (Form P)".

- 7.2 a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

8 Continuing Debenture

Nothing in this Deed is intended to imply, or should be construed as implying, that the security created under the Debenture is not effective to secure the Secured Liabilities. The Debenture shall continue in full force and effect and will continue to secure all liabilities which are expressed to be secured by it as supplemented by this Deed.

9 Further provisions

- 9.1 This Deed is a Finance Document.

- 9.2 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

- 9.3 The provisions of clauses 1.5 (*Law of Property (Miscellaneous Provisions) Act 1989*), 6.2 (*Notices of Charge and/or Assignment*), 21.4 (*Continuing security*), and 22 (*Governing law*) of the Debenture shall apply to this Deed as they apply to the Debenture.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1– Further Land

Part 1– Registered Land

Description and address	Title number
The freehold property filed at HM Land Registry and being known as 4 Tunnel Hill Cottage, Rotherstrophe Lane, Northampton, NN4 8HX (otherwise known as the Tanner and Ayris land).	NN41769

Part 2– Unregistered Land

N/A

SIGNING PAGE

Executed as a deed by)
Barry Howard Homes (Towcester Road) Ltd)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address

Executed as a deed by)
OakNorth Bank plc)
acting by an authorised signatory in the presence of:)

Signature of witness:

Name of witness:

Address

SIGNING PAGE

Executed as a deed by)
Barry Howard Homes (Towcester Road) Ltd)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address
.....
.....

Executed as a deed by)
OakNorth Bank plc)
acting by an authorised signatory in the presence of:)

Signature of witness:

Name of witness: ALEXANDER A SHAH

Address