### Registration of a Charge

Company name: ASTILL HOMES LTD

Company number: 11514810

Received for Electronic Filing: 22/10/2019



# **Details of Charge**

Date of creation: 21/10/2019

Charge code: 1151 4810 0003

Persons entitled: LENDINVEST SECURITY TRUSTEES LIMITED

Brief description: LAND ADJOINING 17 THE HOLLOWS, LONG EATON, NOTTINGHAM

(NG10 2ES) LAND LYING TO THE NORTH EAST OF THE HOLLOWS, LONG

**EATON, NOTTINGHAM, NG10 2ES** 

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.



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11514810

Charge code: 1151 4810 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2019 and created by ASTILL HOMES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd October 2019.

Given at Companies House, Cardiff on 23rd October 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006







# LendInvest Debenture

England & Wales



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 ALL OR PART OF THE CHARGED 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.

By this Debenture made on 21st October 2019 by you:

### BOX A (Chargor details)

Astill Homes Ltd of 5 Astill Pine Close, Breaston, Derby, DE72 3BF with registered number 11514810

in favour of *us*, LendInvest Security Trustees Limited (company number: 08743617) of 8 Mortimer Street, London, England, W1T 3JJ, *you* charge the *Charged Property* to secure *your* liabilities to the *Secured Parties* on the terms which appear in this *Debenture* (including the *Debenture Conditions*).

### BOX B (Details of certain specific Charged Property)

Assigned Contract(s): Not applicable

Designated Account(s): Not applicable

### BOX C (Details of the Property to which the Mortgage Debt relates

Address of Property: Land adjoining 17 The Hollows, Long Eaton, Nottingham (NG10 2ES) Land lying to the north east of The Hollows, Long Eaton, Nottingham, NG10 2ES

- (1) This *Debenture* incorporates the Debenture General Conditions (2016) (the **Debenture Conditions**). *You* acknowledge that *you* have received a copy of the Debenture Conditions and agree that *you* will observe and perform them.
- (2) Terms in italics used in this *Debenture* are defined in or, as applicable, interpreted in accordance with, the Debenture 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 fixed charge:
      - (a) all of your present and future interest in or over any freehold, leasehold or commonhold property (whether registered or unregistered) not otherwise effectively mortgaged or charged under the Mortgage Deed together with all building and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;
      - (b) all licences, consents and authorisations (statutory or otherwise) held or required in connection with *your* business or the use of any Charged Property, and all rights in connection with them;
      - (c) all of your present and future goodwill;
      - (d) all of your present and future uncalled capital;
      - (e) all of your Equipment;
      - (f) all of your Intellectual Property;
      - (g) all of your Book Debts;
      - (h) all of your Investments; and
      - (i) all monies from time to time standing to the credit of *your* accounts with any bank, financial institution or other person (including, if applicable, each Designated Account);
  - (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) the benefit of each Assigned Contract and the benefit of any guarantee or security for the performance of each Assigned Contract; and
  - (C) you charge to us, by way of floating charge, all of your undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to either paragraphs (A) or (B) above or pursuant to the Mortgage Deed.

This *Debenture* 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 *Debenture*.



#### **EXECUTION PAGE TO DEBENTURE**

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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 Astill Homes Ltd acting by its Director

STEVEN PATRICK JOHN OWHAM Name of Director

Signature of Director

In the presence of a witness:

Witness signature	Since 8the	S.	
Witness name	SMON P HALL	ornana Roma Tangar	
Witness address	······	S.P. Hale Solicitor	efp
Witness occupation		Ellis-Fermor & Negus 2 Devonshire Avenue Beeston Nottingham NG9 1BS	2