



Registration of a Charge

Company name: **HENMANS OF HEREFORDSHIRE LIMITED**

Company number: **05888759**



X64NW1XT

Received for Electronic Filing: **19/04/2017**

Details of Charge

Date of creation: **12/04/2017**

Charge code: **0588 8759 0002**

Persons entitled: **FUNDING CIRCLE TRUSTEE LIMITED AS SECURITY AGENT FOR THE VARIOUS LENDERS**

Brief description: **THE BORROWER CHARGED AS CONTINUING SECURITY, WITH FULL TITLE GUARANTEE AND BY WAY OF FIXED CHARGE THE FOLLOWING PROPERTY OF THE BORROWER, OWNED NOW OR IN THE FUTURE: A) 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; AND B) ALL INTELLECTUAL PROPERTY, LICENCES, CLAIMS, INSURANCE POLICIES, PROCEEDS OF ANY INSURANCE AND ANY OTHER LEGAL RIGHTS. DEFINITIONS: "LAND" MEANS ANY INTEREST OF THE BORROWER (BOTH NOW AND IN THE FUTURE) IN ANY HERITABLE, FREEHOLD OR LEASEHOLD LAND (WHETHER REGISTERED OR UNREGISTERED) INCLUDING BUT NOT LIMITED TO THE LAND AND PROPERTY SPECIFIED EAST STREET, SURGERY, EAST STREET, PEMBRIDGE, LEOMINSTER, HR6 9HA. "LENDERS" MEANS THOSE LENDERS THAT HAVE, FROM TIME TO TIME, LENT A SPECIFIC LOAN TO A BORROWER UNDER THE FUNDING CIRCLE PLATFORM ON THE CONDITIONS THAT THE LOAN IS SUPPORTED BY AN ALL ASSETS SECURITY AGREEMENT.**

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: **CHARLES DAVIS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5888759

Charge code: 0588 8759 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th April 2017 and created by HENMANS OF HEREFORDSHIRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2017 .

Given at Companies House, Cardiff on 20th April 2017

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**

FUNDING CIRCLE MORTGAGE DEBENTURE

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE LEGAL ADVICE AND ENSURE YOU FULLY UNDERSTAND IT BEFORE SIGNING.

Borrower:	HENMANS OF HEREFORDSHIRE LIMITED, a company registered in England and Wales with company number 05888759 whose registered office address is situate at Arrowvale Works, Shobdon, Leominster, Herefordshire, HR6 9NN.
Borrower's Debt:	All of the Borrower's liabilities to the Lenders and the Security Holder (present, future, actual or contingent and whether incurred alone or jointly with another) and will include (i) Interest and (ii) Expenses.
Charged Property:	All of the assets and property charged by Clause 2 of this deed.
Expenses:	Costs and expenses the Security Holder, the Lenders or any receiver appointed by the Security Holder incur (on a full indemnity basis and with Interest from the date of payment) in connection with taking, perfecting, protecting, enforcing or exercising any power under this deed or in connection with the Charged Property.
Interest:	Interest payable at the rate charged by the Lenders to the Original Borrower on the underlying loan and calculated before and after judgment on a daily basis.
Land:	Any interest of the Borrower (both now and in the future) in any heritable, freehold or leasehold land (whether registered or unregistered) including but not limited to the land and property specified in Schedule 1.
Lenders:	Those lenders that have, from time to time, lent a specific loan to the Borrower under the Funding Circle platform on the condition that the loan is supported by this mortgage debenture and any person to whom any such lender novates, transfers or assigns its interest, rights and obligations in such loan from time to time.
Security Holder:	Funding Circle Trustee Limited (registered in England and Wales with company number: 07239092), as security agent for and on behalf of itself and the Lenders.
Subsidiary:	An entity controlled, directly or indirectly, by the Borrower or by a subsidiary of the Borrower.

1. Borrower's Obligations

- 1.1 The Borrower will pay to the Security Holder on demand all of the Borrower's Debt when it becomes due.
- 1.2 If the Security Holder considers that an amount paid by the Borrower in respect of the Borrower's Debt is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

2. Charge

- 2.1 The Borrower, as continuing security for the payment and discharge of the Borrower's Debt and with full title guarantee:
 - 2.1.1 charges to the Security Holder, by way of first legal mortgage, all Land specified in Schedule 1;
 - 2.1.2 charges to the Security Holder, by way of first fixed charge:
 - (a) all Land acquired by the Borrower in the future;
 - (b) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 2 in, or over, freehold or leasehold property;

- (c) all present and future fixtures and fittings attached to any Land and all rents receivable from any lease granted out of that Land;
 - (d) all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus or other tangible moveable property for the time being owned by the Borrower including any part of it and all spare parts, replacements, modifications and additions and including any associated warranties and maintenance contracts;
 - (e) all the present and future goodwill of the Borrower's business;
 - (f) any uncalled capital;
 - (g) all present and future stocks, shares, loan capital, bonds and other securities and investments (**Investments**) held by the Borrower at any time or by any Subsidiary and all income and rights relating to those Investments;
 - (h) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person together with all other rights and benefits accruing or arising in relation to such accounts; and
 - (i) all intellectual property, licences, claims, insurance policies (including proceeds of any insurance policy and right to return of premium) in so far as not assigned under clause 2.1.3 and any other legal rights.
- 2.1.3 assigns to the Security Holder absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Borrower's Debt:
- (a) all its rights in each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of its Land, assets or business; and
 - (b) the benefit of any agreement, instrument and rights relating to its Land, assets or business.
- 2.1.4 charges to the Security Holder by way of first floating charge over all the other property, assets and rights of the Borrower owned now or in the future which are not subject to an effective mortgage, fixed charge or assignment under this deed or under any other security held by the Security Holder.
- 2.2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as amended) applies to the floating charge created by clause 2.1.4 above.
- 3. Restrictions**
- The Borrower will not, without the Security Holder's consent:
- 3.1 permit or create or purport to create any mortgage, charge, pledge or lien on or in respect of all or part of the Charged Property;
 - 3.2 share possession of, part with possession of or dispose of in any manner (or purport to do so) all or any part of or interest in the Charged Property (except in the ordinary course of the Borrower's business, Charged Property that is only subject to an uncrystallised floating charge);
 - 3.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party;
 - 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 do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Security Holder, or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed;
 - 3.8 use, or permit the Charged Property to be used in any way contrary to law or in breach of any agreements relating to the Charged Property.

4. Borrower's Warranties & Undertakings

- 4.1 The Borrower represents and warrants to the Security Holder as at the date of this deed (and, where applicable, on each day during the existence of this deed with reference to the facts and circumstances existing at the time of repetition) that:
- 4.1.1 the Borrower is the sole legal and beneficial owner of the Charged Property which is free from any security other than the security created by this deed (or otherwise as set out in Schedule 2) and the Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it; and
 - 4.1.2 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.
- 4.2 There is no prohibition on assignment in any insurance policy or agreement referred to in clause 2.1.3(b) and the entry into this deed by the Borrower does not, and will not, constitute a breach of any insurance policy, agreement or any other agreement or instrument binding on the Borrower or its assets.
- 4.3 This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower, and is, and will continue to be, effective security over all and every part of the Charged Property in accordance with its terms.
- 4.4 The Borrower will:
- 4.4.1 permit the Security Holder (for and on behalf of itself and the Lenders) at any time to inspect the Charged Property;
 - 4.4.2 keep all Charged Property of an insurable nature comprehensively insured (including if requested by the Security Holder, terrorism cover) to the Security Holder's reasonable satisfaction for its full reinstatement cost and not do or omit to do, or permit to be done or omit, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it. In default, the Security Holder may arrange insurance of all or any of the Charged Property at the Borrower's expense;
 - 4.4.3 hold on trust for the Security Holder all proceeds of any insurance of the Charged Property. At the Security Holder's option, the Borrower will apply the proceeds in making good the relevant loss or damage, or to reduce the Borrower's Debt;
 - 4.4.4 where required by the Security Holder, deposit with the Security Holder all insurance policies (or copies where the Security Holder agrees), and all deeds and documents of title relating to the Charged Property;
 - 4.4.5 give notice of the security created by this deed to all relevant parties to an insurance policy or agreement assigned to the Security Holder under clause 2.1.3 above and to each bank, financial institution or other person referred to in clause 2.1.2(h) above;
 - 4.4.6 keep the Charged Property in good condition;
 - 4.4.7 not, without the Security Holder's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations;
 - 4.4.8 comply with all of its obligations under law or any contract, licence or arrangement applicable to the Charged Property;
 - 4.4.9 obtain all consents, waivers, approvals and permissions necessary to enable the Security Holder to enforce the security created by this deed;
 - 4.4.10 consent to an application being made by the Security Holder to the Land Registrar for the following restriction in Form P to be registered against its title to any Land subject to this deed:

"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 [DATE] in favour of Funding Circle Trustee Limited referred to in the charges register."
 - 4.4.11 procure that no person (other than itself) shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of all or any part of any Land not registered at the Land

Registry without the prior written consent of the Security Holder. The Borrower shall be liable for the costs and expenses of the Security Holder in lodging cautions against the registration of the title to the whole or any part of any Land or other property of the Borrower from time to time.

5. Conversion of Floating Charge to Fixed Charge

- 5.1 The floating charge created by clause 2.1.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if the Borrower breaches clause 3 above or if the Security Holder is entitled to enforce this deed under clause 6.2.
- 5.2 The Security Holder may by notice to the Borrower convert the floating charge on any of the Charged Property into a fixed charge. Following this notice, the Borrower will not dispose of the affected Charged Property without the Security Holder's consent.
- 5.3 Any asset acquired by the Borrower after the crystallisation of the floating charge under this deed that, but for the crystallisation, would be subject to a floating charge under this deed, shall (unless the Security Holder confirms otherwise in writing) be charged to the Security Holder by way of first fixed charge.

6. Possession and Exercise of Powers

- 6.1 The Security Holder does not have an immediate right to possession of the Charged Property or its income (and will not be considered to be taking possession if it enters any property to inspect or repair the Charged Property). The Borrower will continue in possession until the Security Holder takes possession.
- 6.2 The Security Holder may take possession of all or part of the Charged Property and enforce this deed without further delay if:
 - 6.2.1 the Lenders or the Security Holder demands payment of any of the Borrower's Debt in accordance with the relevant loan contract and the Borrower fails to make payment in accordance with the demand;
 - 6.2.2 any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, this deed or any applicable loan contract is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made;
 - 6.2.3 the Borrower is in breach of any provision of this deed or relevant loan contract;
 - 6.2.4 the Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
 - 6.2.5 any event occurs or action is taken (or the Security Holder reasonably believes that such event may occur or action may be taken) in relation to the Borrower under the Insolvency Act 1986
 - 6.2.6 any other security over any assets of the Borrower becomes enforceable;
 - 6.2.7 this deed becomes invalid, unlawful or ceases to be effective or enforceable.
- 6.3 At any time after and event detailed in clause 6.2 has occurred and is continuing the Security Holder may, by notice to the Borrower:-
 - 6.3.1 cancel all outstanding commitments under any contract whereupon they shall immediately be cancelled; and/or
 - 6.3.2 declare that all outstanding loans, accrued interest and all other amounts accrued or outstanding under any relevant loan contract be immediately due and payable, whereupon they shall become immediately due and payable and/or declare that all outstanding loans become payable on demand by the Lender; and/or
 - 6.3.3 declare this debenture to be enforceable.
- 6.4 Any purchaser or third party dealing with the Security Holder or a receiver may assume that the Security Holder's powers have arisen and are exercisable without proof that demand has been made.
- 6.5 The Security Holder will not be liable to account to the Borrower for any money not actually received by the Security Holder.

7. Appointment of Receiver or Administrator

At any time after the security constituted by this deed becomes enforceable the Security Holder may, without notice to the Borrower, appoint or remove a receiver, receiver, manager or administrative receiver of all or part of the Charged Property, or appoint an administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986. If the Security Holder appoints a receiver, the Security Holder may fix and pay the receiver's fees and expenses. The receiver will be the Borrower's agent and the Borrower (and not the Security Holder) will be responsible for the acts, defaults and remuneration of the receiver.

8. Powers of the Security Holder and Receivers

- 8.1 The Security Holder (as security agent for and on behalf of itself or the Lenders) or any receiver may:
- 8.1.1 carry on the Borrower's business;
 - 8.1.2 enter, take possession of, and/or generally manage all or part of the Charged Property;
 - 8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land;
 - 8.1.4 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 Charged Property include land or property that is purchased by the Security Holder or a receiver under this power;
 - 8.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with all or part of the Charged Property without restriction, including disposing of any fixtures separately from the Land;
 - 8.1.6 complete any transactions by executing any deeds or documents in the name of the Borrower;
 - 8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise;
 - 8.1.8 insure all or part of the Charged Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
 - 8.1.9 call up any uncalled capital with all the powers conferred by the Borrower's articles of association;
 - 8.1.10 employ advisers, consultants, managers, agents, workmen and others;
 - 8.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies;
 - 8.1.12 redeem any prior security and settle and pass the accounts to which the security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Security Holder or receiver;
 - 8.1.13 delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on them by this deed;
 - 8.1.14 do any acts which the Security Holder or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 8.2 A receiver may borrow and secure the repayment of any money, in priority to the Borrower's Debt.
- 8.3 Joint receivers may exercise their powers jointly or separately.
- 8.4 A receiver will first apply any money received from the Charged 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.
- 8.5 The Security Holder may exercise any of its powers even if a receiver has been appointed.

- 8.6 The Security Holder may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Charged Property. Otherwise the Security Holder will only exercise those rights as instructed by the Borrower.
- 8.7 The Security Holder may set off any amount due from the Borrower against any amount owed by the Security Holder to the Borrower. The Security Holder may exercise this right, without prior notice, both before and after demand. For this purpose, the Security Holder may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 8.8 Any credit balance with the Security Holder will not be repayable, or capable of being disposed of, charged or dealt with by the Borrower, until the Borrower's Debt, both before and after demand, have been paid in full. The Security Holder allowing the Borrower to make withdrawals will not waive this restriction in respect of future withdrawals.
- 8.9 For the purposes of all powers implied by statute, the liabilities secured by this deed are deemed to have become due and payable on the date of this deed and the power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable. Section 103 of the LPA 1925 does not apply to the security constituted by this deed.
- 8.10 Neither the Security Holder, any receiver, nor any administrator shall be liable, by reason of entering into possession of the Charged Property or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

9 Application of Payments

- 9.1 The Security Holder may apply any payments received for the Borrower to reduce any of the Borrower's Debt, as the Security Holder decides.
- 9.2 If the Security Holder receives notice of any charge or other interest affecting the Charged Property, the Security Holder may suspend the operation of the Borrower's account(s) and open a new account or accounts. Regardless of whether the Security Holder suspends the account(s), any payments received by the Security Holder for the Borrower after the date of that notice will be applied first to repay the Borrower's Debt arising after that date.

10. Liability of Borrower

- 10.1 The Borrower's liability under this deed shall not be discharged, prejudiced or affected by any security, guarantee, indemnity, remedy or other right held by, or available to the Security Holder that is, or becomes, wholly or partially illegal, void or unenforceable on any ground or any other act or omission that, but for this clause 10, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.
- 10.2 The Borrower waives any right it may have to require the Security Holder to enforce any security or other right, or claim any payment from, or otherwise proceed against any other person before enforcing against the Borrower.

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 Debt held by the Security Holder now or in the future. The Security Holder may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Security Holder's other rights.
- 11.2 On request, the Borrower will execute any deed or document, or take any other action required by the Security Holder to perfect or enhance the Security Holder's security under this deed.
- 11.3 Nothing in this deed shall waive, supersede, release, amend or otherwise prejudice in any way any rights or remedies that the Security Holder or the Lenders may have against the Borrower or any third party under any other document including without limitation in respect of any guarantee, indemnity or other obligation.

12. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Borrower irrevocably appoints the Security Holder, 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 Security Holder may deliver a notice or demand to the Borrower at its registered office or at the contact details last known to the Security Holder.

14 Costs & Indemnity

- 14.1 The Borrower shall, promptly on demand, pay to, or reimburse, the Security Holder and any receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Security Holder or any receiver in connection with this deed or the Charged Property or the taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Holder's or a receiver's rights under this deed together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the rate and in the manner specified in the relevant loan contract.
- 14.2 The Borrower shall indemnify the Security Holder and receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property or the taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed or any default or delay by the Borrower in performing any of its obligations under this deed.

15. Transfers

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

16. Law

- 16.1 English law applies to this deed and the English courts have exclusive jurisdiction.
- 16.2 For the benefit of the Security Holder and the Lenders, 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.

Schedule 1
Land

East Street, Surgery, East Street, Pembroke, Leominster, HR6 9HA

Schedule 2
Other Security on the Land

Date: 12th APRIL 20 17

Executed and Delivered as a deed by

Henmans of Herefordshire Limited acting by

Director  JAMES WILLIAM HENMAN

in the presence of:-

Witness' Signature

Witness' name in full

Address 158 GODIVA ROAD, LEOMINGTON, Herefordshire
HR6 8TA

Occupation BUSINESS CONSULTANT



H. A. HENMAN. DIRECTOR

IN THE PRESENCE OF

WITNESS' NAME IN FULL

ADDRESS 158 GODIVA ROAD, LEOMINGTON, Herefordshire
HR6 8TA

OCCUPATION BUSINESS CONSULTANT