



Registration of a Charge

Company name: **HAMBLE PROPERTY DEVELOPMENT LTD**

Company number: **11450182**



X7BFBZ4O

Received for Electronic Filing: **01/08/2018**

Details of Charge

Date of creation: **25/07/2018**

Charge code: **1145 0182 0001**

Persons entitled: **SARISBURY INVESTMENTS LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **COFFIN MEW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11450182

Charge code: 1145 0182 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th July 2018 and created by HAMBLE PROPERTY DEVELOPMENT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2018 .

Given at Companies House, Cardiff on 3rd August 2018

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



SARISBURY INVESTMENTS LIMITED (1)

and

HAMBLE PROPERTY DEVELOPMENT LTD (2)

DEBENTURE

relating to

HAMBLE PROPERTY DEVELOPMENT LTD

Ref: HB/118467-1

Coffin Mew LLP

www.coffinmew.co.uk

THIS AGREEMENT is dated

25 JULY

2018

BETWEEN:

- (1) the "Lender" Sarisbury Investments Limited (Company Number 08400863) whose registered office is at 1000 Lakeside North Harbour Western Road, Portsmouth PO6 3EN; and
- (2) the "Company" Hamble Property Development Ltd (Company Number 11450182) whose registered office is at 1000 Lakeside North Harbour Western Road, Portsmouth PO6 3EN.

OPERATIVE PROVISIONS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:-

- "Acts" means the Law of Property Act 1925 and the Insolvency Act 1986 (or any statutory modification or re-enactment of those acts for the time being in force);
- "Assets" means the property, undertaking and assets of the Company expressed to be charged to the Lender now or hereafter under clause 2;
- "Lender" shall include, unless the context otherwise requires, the Lender's successors and assigns and all its branches from time to time, whether in England or otherwise;
- "Indebtedness" means all the Company's present or future indebtedness to the Lender on any current or other account whatever held by the Company with the Lender, whether solely or jointly with any other person or persons (notwithstanding that there may from time to time be a credit balance on any such account) and all the Company's other liabilities whatever to the Lender, including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities, whether present, future, actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly with any other person and whether in sterling or in any other currency, together with interest, commission, Lender charges and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Lender and including those arising from the Lender perfecting or enforcing or attempting to enforce this Debenture or any other security (and its rights thereunder) held by the Lender from time to time;
- "Property" means all leasehold and freehold property referred to in clauses 2.1.1 and 2.1.2; and
- "Receiver" A receiver appointed in accordance with clause 4.1.

1.2 Clause headings are for ease of reference only.

2. CHARGE

2.1 The Company hereby covenants on demand to pay or discharge the indebtedness to the Lender. As security for the payment and discharge of the indebtedness, the Company, with full title guarantee, hereby charges to the Lender:-

2.1.1 by way of legal mortgage, all freehold and leasehold property now vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;

2.1.2 by way of fixed charge, all estates or interests in any freehold and leasehold property of the Company (not being property charged by clause 2.1.1) now and in the future vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;

2.1.3 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company;

2.1.4 by way of fixed charge, all book debts and other debts now and in the future due or owing to the Company;

2.1.5 by way of fixed charge, all intellectual property rights, choses in action and claims now and in the future belonging to the Company; and

2.1.6 by way of floating charge, all the Company's present and future undertaking and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under this Debenture.

3. COVENANTS

3.1 The Company shall not:-

3.1.1 (except for charges in favour of the Lender created under or pursuant to this Debenture) create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets;

3.1.2 sell, transfer or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business;

3.1.3 pull down or remove all or any part of the buildings forming part of the Property or sever, unfix or remove any of the fixtures on the Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the Property;

3.1.4 deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business, but so that this exception shall not permit the realisation of debts by means of block discounting or factoring; or

3.1.5 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Property or any part of it.

3.2 The Company shall:-

3.2.1 promptly deposit with the Lender all deeds and documents of title and all insurance policies relating to the Assets;

3.2.2 keep such of the Assets as are insurable comprehensively insured to the Lender's satisfaction in writing (and, if so required by the Lender, in the joint names of itself and the Lender) against loss or damage by fire and such other

risks as the Lender may require, to their full replacement value and, where such insurance is not in joint names, procure that the Lender's interest is noted on all policies required under this clause 3.2.2;

- 3.2.3 duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under clause 3.2.2 and on demand produce the insurance policies and premium receipts to the Lender;
- 3.2.4 keep all buildings and all plant, machinery, fixtures, fittings and other effects in good repair and working order;
- 3.2.5 pay into its account with the Lender (or such other account as the Lender may designate by notice to the Company from time to time) all moneys which it may receive in respect of the book debts and other debts charged by clause 2.1.4; and
- 3.2.6 promptly notify the Lender of any meeting to discuss, or any proposal or application for the appointment of an administrator, Receiver, liquidator or similar official in respect of the Company or any of its Assets and, if any such official is appointed, of his appointment.

- 3.3 If the Company fails to perform any of its obligations under clauses 3.2.2, 3.2.3 or 3.2.4, the Lender may take out or renew any insurance or effect such repairs and take such other action as it may deem appropriate to remedy such failure and recover the premiums and other expenses so incurred from the Company on demand.

4. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

- 4.1 At any time after the Lender's demand for payment from the Company of any Indebtedness (or if so requested by the Company), any Indebtedness becomes payable or repayable, or if so requested by the Company, or if the Lender becomes aware of any matters referred to in clause 3.2.6 or if the Lender determines in its discretion that the security or any part of the security created by this Debenture is in jeopardy, the Lender shall be entitled by instrument in writing to appoint any one or more persons as:-

- 4.1.1 A receiver of all or any of the Assets; and/or

- 4.1.2 An administrator of the Company,

in each case in accordance with and to the extent permitted by applicable laws. The Lender may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000 except with the leave of the court.

- 4.2 Where more than one Receiver is appointed they will have power to act separately (unless the appointment of the Lender specifies to the contrary).
- 4.3 Any appointment over part only of the Assets charged under this Debenture will not preclude the Lender from making any subsequent appointment of a Receiver over any part of the Assets over which an appointment has not previously been made by it.
- 4.4 The Lender may from time to time determine the remuneration of a Receiver and may (subject to Section 456 of the Insolvency Act 1986) remove a Receiver from all or any part of the Assets of which he is the Receiver and at any time after any Receiver has vacated office or ceased to act, appoint a further Receiver over all or any part of those Assets.
- 4.5 A Receiver shall be the agent of the Company (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the Company all the powers set out in Schedule 1 to the Insolvency Act 1986 and all the powers conferred from time to time on receivers by statute and in particular by way of addition to but without prejudice to those powers (and those of the Lender) a Receiver will have power:-

- 4.5.1 to sell, let or lease or concur in selling, letting or leasing and to vary the terms or determine, surrender or accept surrenders of leases or tenancies of or grant options and licences over all or any part of the Assets in such manner and generally on such terms as he shall think fit in his absolute and unfettered discretion and so that any such sale may be made for cash or for shares or securities of another company or other valuable consideration (in each case payable in a lump sum or by instalments) and the Receiver may promote or concur in promoting a company to purchase the Assets to be sold;
- 4.5.2 to sever any fixtures (including trade and tenant's fixtures) from the property of which they form part;
- 4.5.3 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets, including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Company;
- 4.5.4 to make and effect all repairs and improvements;
- 4.5.5 to redeem any prior encumbrance and to settle and pass the accounts of the encumbrancer and any accounts so settled and passed will (subject to any manifest error) be conclusive and binding on the Company and the moneys so paid will be deemed to be an expense properly incurred by the Receiver;
- 4.5.6 to promote the formation of a subsidiary or subsidiaries of the Company, including, without limitation, any such company formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Company;
- 4.5.7 to make any arrangement or compromise which the Lender or Receiver may think fit;
- 4.5.8 to make and effect all repairs, renewals, improvements and insurances;
- 4.5.9 to appoint managers, officers and agents for the purposes referred to in this Clause 4 at such salaries as the Receiver may determine;
- 4.5.10 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets;
- 4.5.11 to take possession of collect and get in all or any part of the Assets and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit;
- 4.5.12 to carry on or concur in carrying on the Company's business and raise money from the Lender or others on the security of all or any part of the Assets; and
- 4.5.13 to call up any of the Company's uncalled capital.
- 4.6 No purchaser or other person dealing with the Lender, any Receiver or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by or referred to in this Debenture has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise the Lender or any Receiver to act, or as to the propriety or validity of the exercise or purported exercise of any such power.
- 4.7 Any moneys received under this Debenture shall be applied:-
 - 4.7.1 first, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Lender or the Receiver and of the remuneration of the Receiver;

4.7.2 secondly, in or towards satisfaction of the Indebtedness in such order as the Lender shall determine; and

4.7.3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it.

5. MISCELLANEOUS

5.1 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by the Company without the Lender's prior written consent. Section 93 of the Law of Property Act 1925 shall not apply.

5.2 By notice in writing to the Company, the Lender may at any time convert the floating charge created by clause 2.1.6 into a specific charge over any Assets specified in the notice which the Lender considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy. The Company at its expense shall at any time on the Lender's request promptly execute and deliver to the Lender any other or further mortgage, charge or other instrument conferring a fixed charge on any of its Assets (including any of the Assets charged by clause 2.1.6) or such other charge as the Lender may in its discretion think fit for securing the Indebtedness.

5.3 This Debenture shall be:-

5.3.1 a continuing security to the Lender, notwithstanding any settlement of account or other matter or thing whatever;

5.3.2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Lender may hold now or hereafter on all or any part of the Assets; and

5.3.3 in addition to any rights, powers and remedies at law.

5.4 Section 103 of the Law of Property Act 1925 shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this Debenture. The Lender shall not exercise its power of sale until payment is payable or repayable, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made.

5.5 No failure or delay on the Lender's part in the exercise of any of its rights, powers and remedies (in this clause 5 "right(s)") under this Debenture or at law shall operate or be construed as a waiver. No waiver of any of the Lender's rights shall preclude any further or other exercise of that right or of any other right.

5.6 The Lender may give time or other indulgence or make any other arrangement, variation or release with any person in respect of Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Company's liabilities or the Lender's rights under this Debenture.

5.7 The Company certifies that the charges created by this Debenture do not contravene any provision of its memorandum and articles of association or any agreement binding on it or any of the Assets.

5.8 Nothing in this Debenture shall constitute or be deemed to constitute a partnership between the Lender and the Company and neither of them shall have any authority to bind the other in any way.

5.9 The Company agrees that it is entering into this Debenture on the basis and understanding that the Lender would not lend further sums to the Company unless it does so.

5.10 The Company may not assign its rights or obligations hereunder in whole or in part without the prior written consent of the Lender.

- 5.11 The Lender shall be entitled at any time to initiate any investigation of, and/or instruct any report (accounting, legal, valuation or other) on, the Company and/or its business and affairs which the Lender considers necessary to ascertain the Company's financial position, all fees and expenses incurred by the Lender in so doing being payable by the Lender and the Company will accordingly give the Lender full unrestricted access to all books and records of the Company (whether in electronic form or otherwise) for this purpose.

6. POWER OF ATTORNEY

- 6.1 By way of security, the Company hereby irrevocably appoints the Lender and any Administrator or Receiver jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the above purposes.

7. COSTS

- 7.1 All costs, charges and expenses incurred by the Lender and all other moneys paid by the Lender or an Administrator or Receiver in perfecting or otherwise in connection with this Debenture and all costs of the Lender or an Administrator or Receiver of all proceedings for enforcement of this Debenture shall be recoverable from the Company as a debt, may be debited to any account of the Company, bear interest accordingly and shall be charged on the Assets.

8. SEVERANCE

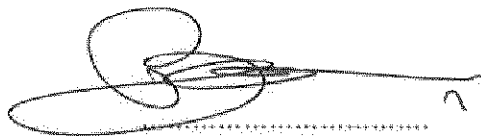
- 8.1 If at any time any provision in this Debenture is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Debenture shall not be impaired.

9. NOTICES

- 9.1 Any demand, notice or other communication by the Lender may be delivered personally to the Company or sent to the Company by post, telemessage, cable, telex or telecopier at its address set out above or such other address notified in writing to the Lender. Any such notice, demand or other communication shall be deemed to have been received by the Company 24 hours after posting (where sent by first class prepaid post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by telemessage, cable, telex or telecopier) whether or not it is actually received.
- 9.2 Any notice from the Company to the Lender shall be served by first class prepaid recorded delivery post or by tested telex sent to the Lender at its address set out above or such other address notified to the Company.

EXECUTED as a Deed by the Company and delivered on the date set out at the head of this Agreement

SIGNED and **DELIVERED** as a Deed by **HAMBLE PROPERTY DEVELOPMENT LTD** acting by a director, **BRIAN CAUDWELL**



WITNESSED by

D. Shattock

Signed

DEBORAH SHATTOCK

Print Name

8 PORTELET PLACE

MEDGE END SO30 0LZ

Address

P.A.

Occupation