



Registration of a Charge

Company name: **F & E DEVELOPMENTS LTD**

Company number: **04068798**



X875HYC9

Received for Electronic Filing: **07/06/2019**

Details of Charge

Date of creation: **07/06/2019**

Charge code: **0406 8798 0008**

Persons entitled: **LENDINVEST SECURITY TRUSTEES LIMITED**

Brief description: **4 PETERSWAY, YORK YO30 6AR NYK12124**

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: **BRIGHTSTONE LAW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4068798

Charge code: 0406 8798 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th June 2019 and created by F & E DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th June 2019 .

Given at Companies House, Cardiff on 10th June 2019

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

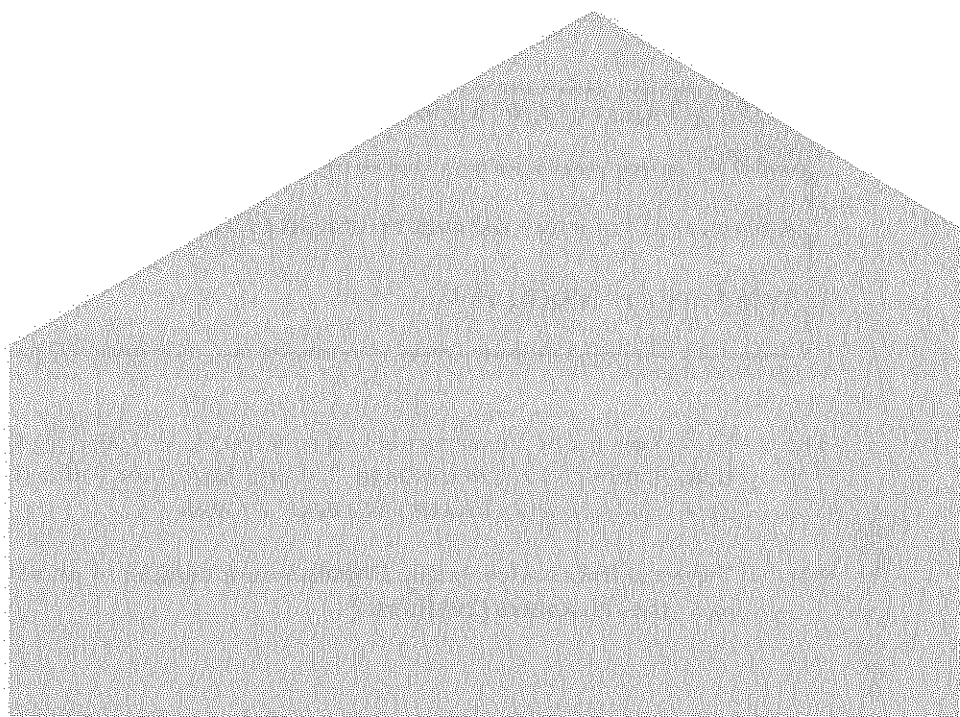


THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

7th

day of

June 2019

by you:

BOX A (Chargor details)

F & E DEVELOPMENTS LTD registered in England and Wales with company number 04068798 whose registered office is at 32 Portland Terrace, Jesmond, Newcastle Upon Tyne NE2 1QP

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: **All that freehold property known as 4 Petersway, York YO30 6AR**

Title Number: **NYK12124**

- (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*.

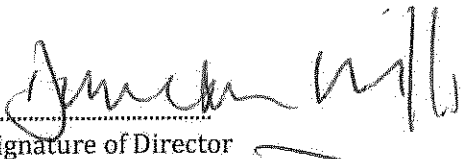
EXECUTION PAGE TO DEBENTURE

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.

Where you are a limited company and are signing by a director in the presence of a witness

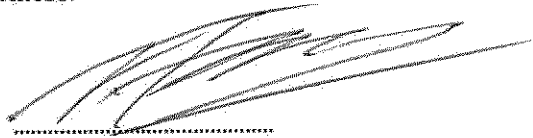
Executed as a deed by **F & E DEVELOPMENTS LTD**
acting by its Director

DUNCAN WILLS
Name of Director


Signature of Director

In the presence of a witness:

Witness signature



Witness name

NEIL FREEMAN

Witness address

10 Burrells
Milburn House, Newcastle upon Tyre, NE1 1LE

Witness occupation

Associate Legal Executive

