



Registration of a Charge

Company name: **GOODWIN LEE INVESTMENTS LIMITED**

Company number: **06648015**



X5C0VE1V

Received for Electronic Filing: **26/07/2016**

Details of Charge

Date of creation: **20/07/2016**

Charge code: **0664 8015 0002**

Persons entitled: **VOLKSWAGEN FINANCIAL SERVICES (UK) LIMITED**

Brief description:

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: **ROSEMARY AVES, SOLICITOR FOR CHARGEES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6648015

Charge code: 0664 8015 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2016 and created by GOODWIN LEE INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2016 .

Given at Companies House, Cardiff on 27th July 2016

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

DATED 20 JULY 2016

I CERTIFY THAT, SAVE FOR
MATERIAL REDACTED PURSUANT
TO S. 859G OF THE
COMPANIES ACT 2006, THIS
COPY INSTRUMENT IS A
CORRECT COPY OF THE
ORIGINAL INSTRUMENT



SOLICITOR FOR AND ON
BEHALF OF VOLKSWAGEN
FINANCIAL SERVICES (UK)
LIMITED

GOODWIN LEE INVESTMENTS LIMITED

AND

VOLKSWAGEN FINANCIAL SERVICES (UK) LIMITED

FLOATING CHARGE
over Sub-Hire Agreements

THIS FLOATING CHARGE made the 20 day of July 2016

BETWEEN GOODWIN LEE INVESTMENTS LIMITED (Company Number 06648015) of 2 Reigate Road, Sidlow, Reigate, Surrey, RH2 8QH (hereinafter called "the Company") of the one part and VOLKSWAGEN FINANCIAL SERVICES (UK) LIMITED (Company Number 02835230) of Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, MK14 5LR (hereinafter called "VWFS") of the other part

WITNESSES as follows:-

1. The Company with full title guarantee (and with absolute warrandice in relation to any property governed by or otherwise subject to Scots law) hereby grants and charges by way of floating charge the property specified in the Schedule hereto (including without limitation any claims or rights of the Company arising under or in connection therewith and any and all payments now or hereafter due to the Company thereunder or in connection therewith)
2. These presents shall be a security to VWFS for the payment to VWFS and discharge of all moneys and liabilities now or hereafter due from or incurred by the Company to VWFS in any manner whatever and whether actually or contingently alone or jointly with any other parties and whether as principal or surety or guarantor
3.
 - (1) This Charge shall be a continuing security notwithstanding any payment the settlement of any account or any other matter or thing. If VWFS receives notice (actual or constructive) of any charge mortgage security assignment trust or other encumbrance affecting the property hereby charged or any part thereof then as from and after the date on which VWFS receives or is deemed to receive such notice ("the date of notice") any payment by the Company to VWFS shall (notwithstanding any legal or equitable rule or right of presumption to the contrary) be deemed to have been placed to the credit of a new or separate account deemed to have been opened by the Company with VWFS (unless such payment has in fact been placed to a new or separate account) and shall not go in reduction of the amount owing by the Company to VWFS at the date of notice
 - (2) The Company shall not without the written consent of VWFS create or permit or suffer to come into or continue in being any charge mortgage security assignment trust lien pledge or other encumbrance ranking pari passu with or in priority to this Charge
 - (3) The Company shall not deal in sell or assign its present or future book debts
 - (4) Unless otherwise agreed in writing by VWFS, this Deed shall, subject to Section 40(4) of the Bankruptcy and Diligence etc. (Scotland) Act 2007 and to Clause 3(5), rank in priority

to any fixed security and any other floating charge which shall be created by the Company after its execution of this document

- (5) Any fixed security granted by the Company in favour of VWFS either before or after the Company's execution of this deed shall in all respects rank in priority to this deed

4. The Company hereby covenants with and undertakes to VWFS as follows:-

- (a) To pay to VWFS all moneys owing to VWFS on such dates as shall have been or shall be agreed upon between the Company and VWFS or in the event of no date for the payment of any moneys having been so agreed to pay such moneys forthwith on demand by VWFS;

- (b) to deposit with VWFS the sub-hiring agreements guarantees and indemnities hereby charged and secured;

5. (1) VWFS may at any time after there has been default in payment of any moneys hereby secured or breach of any other term hereof or of any other obligation from time to time owed by the Company to VWFS appoint any person to be receiver of the property hereby charged or any part thereof. If VWFS appoints a receiver of a part or parts of the property hereby charged then VWFS may from time to time appoint a receiver of the remainder of such property or any part thereof. VWFS may from time to time remove any receiver appointed pursuant to this clause. If VWFS removes any such receiver then it may (but shall not be bound so to do) appoint another in his stead. Any appointment or removal pursuant to this clause shall either be by deed sealed by VWFS or by writing signed by any one of the directors of VWFS or by any of its managers. Any appointment pursuant to this clause shall be upon such terms as to remuneration and otherwise as VWFS shall think fit

- (2) VWFS may at any time by notice in writing to the Company convert the floating charge referred to in clauses 1 and 3(1) into a fixed charge as regards any part or parts of the property hereby charged specified in the notice

- (3) The floating charges created by this deed shall automatically and without notice be converted into a fixed charge upon the appointment of a receiver under this clause 5

6. A receiver appointed pursuant to clause 5 hereof or pursuant to any other power possessed by VWFS shall be the agent of the Company for all purposes and shall have power:

- (a) To take possession of collect and get in the property of which the receiver is appointed receiver (hereinafter called "the Appointed Property")

- (b) To sell or dispose of or concur in so doing any of the Appointed Property or otherwise deal therewith on such terms in the interest of VWFS as he shall think fit;
- (c) To obtain such licences permits and consents in respect of the Appointed Property as the receiver shall consider necessary or desirable in order to protect the Appointed Property or for the purposes of selling disposing of or dealing with the same;
- (d) To carry any such sale or disposal into effect by selling conveying assigning transferring or assuring the property sold in the name and on behalf of the Company;
- (e) To appoint an agent or agents (which may be or include VWFS) for all or any of the purposes aforesaid;
- (f) To make any arrangement or compromise which he shall think expedient;
- (g) To do all such things (whether or not referred to above and whether or not in the Company's name) as the receiver may consider necessary or desirable for the purposes of taking possession of getting in selling disposing of dealing in and realising the Appointed Property or for all or any of the purposes aforesaid;
- (h) To raise money upon such terms and at such rate of interest as such receiver may decide and upon the security of the Appointed Property for the purposes of doing all or any of such things as are referred to in this clause

- 7. The receiver shall be the agent of the Company which shall be responsible for his acts omissions and defaults and the Company hereby irrevocably appoints every receiver hereunder to be its attorney for all the purposes specified in clause 6 hereof
- 8. Nothing in this deed contained or otherwise shall make VWFS liable to any such receiver as aforesaid in respect of his acts omissions defaults remuneration costs charges or expenses or otherwise
- 9. The net proceeds of sale disposal dealing or realisation and all moneys got in by any such receiver shall be applied by the receiver subject to the claims of all secured or unsecured creditors (if any) ranking in priority to this deed

FIRST In payment of all costs charges and expenses of and incidental to the appointment of the receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the receiver at a rate or of an amount to be agreed by VWFS

SECONDLY in or towards payment to VWFS of arrears of interest

THIRDLY in or towards payment to VWFS of all other moneys owing to VWFS

FOURTHLY in or towards payment of any other moneys and liabilities secured hereby and in the event of a shortfall in such proportions as he shall think fit

FIFTHLY any surplus shall be paid to the person or persons entitled thereto

10. The foregoing provisions shall take effect by way of variation and extension of sections 101 and 104 to 109 inclusive of the Law of Property Act 1925 and the provisions of those sections and the powers conferred on a mortgagee security holder or receiver by such sections as so varied and extended shall apply to and be exercisable by any receiver appointed hereunder as far as possible
11. A purchaser from any such receiver appointed hereunder or any person dealing with any such receiver shall not be concerned to enquire whether the moneys hereby secured have become payable or whether the power which the receiver is purporting to exercise has become exercisable
12. Section 93 of the Law of Property Act 1925 shall not apply hereto
13. The moneys hereby secured shall be paid without regard to any equities between the Company and VWFS and the receipt of VWFS hereof shall be a good discharge to the Company

14. Any notices hereunder may be served by VWFS on the Company by post and if posted by first class post shall be deemed to have been served forty-eight hours after the time of posting and in proving such service it shall be sufficient to show that the envelope containing the notice was properly addressed stamped and posted

IN WITNESS WHEREOF this Deed has been executed by the Company hereto and is intended to be and is hereby delivered on the date first above written.

SIGNED AS A DEED
by GOODWIN LEE INVESTMENTS LIMITED


.....
Director

Print name MARC LEE

acting by a Director

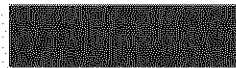
in the presence of:

Witness Signature:

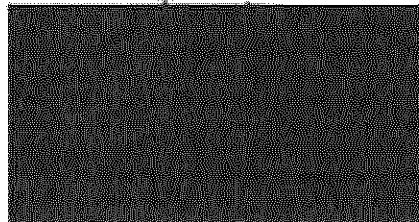
Name:

Address:

Occupation:


.....

Adam Haworth



This is the Schedule referred to in the foregoing Floating Charge over Sub-Hire Agreements between Goodwin Lee Investments Limited and Volkswagen Financial Services (UK) Limited

FIRST all sub-hiring agreements which may be entered into at any time by the Company with its customers relating to vehicles now or in the future owned by VWFS but hired by VWFS to the Company under agreements entered into at any time between VWFS and the Company

SECONDLY all moneys payable under the said sub-hiring agreements

THIRDLY the full benefit and advantage of all indemnities and guarantees given to the Company in relation to the said sub-hiring agreements and moneys payable thereunder

AND FOURTHLY the interest of the Company in moneys from time to time payable under any insurances in respect of the goods the subject of the said sub-hiring agreements

