

MG01

Particulars of a mortgage or charge

IRIS Laserform

111874/195

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

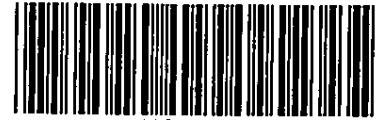
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

WEDNESDAY



A25J8241

A32

03/04/2013

#7

COMPANIES HOUSE

1

Company details

Company number

0 0 2 9 6 0 0 5

Company name in full

KENT COUNTY CREMATORIUM LIMITED (the "Company")

5

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d2 m0 m3 y2 y0 y1 y3

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Debenture (the "Deed")

4

Amount secured

Amount secured

Please give us details of the amount secured by the mortgage or charge

Pursuant to clause 2.1 of the Deed, the Company has covenanted that it will
pay on demand or otherwise discharge all Secured Obligations from time to
time, at the times at which, in the manner in which, and in the currencies in
which they are expressed to be due and payable or due for discharge under
the Finance Documents

Pursuant to clause 2.2 of the Deed, the Secured Obligations shall, without
limitation, include all liabilities arising under the Deed and the Finance
Documents, interest (both before and after judgment) from the date such
liabilities are due, owing or incurred up to the date of payment at such rates
and upon such terms as specified in the Facility Agreement

Pursuant to clause 2.3 of the Deed, the Company has covenanted that it will
pay interest at the Default Rate on unpaid sums (whether before or after any
judgment) in accordance with the terms of clause 10.3 (Default interest) of
the Facility Agreement
(See MG01 C3 for defined terms and in this Section 4)

Continuation page

Please use a continuation page if
you need to enter more details

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5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name Lloyds TSB Bank plc (the "Security Agent")

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

1 CHARGES

Pursuant to clause 3 of the Deed, the Company with full title guarantee has charged to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties), as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by it or in which it may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof)

1 1 Mortgage

Pursuant to clause 3 1 of the Deed, by way of first legal mortgage

- (a) the Real Property, and
- (b) any other freehold or leasehold property vested in the Company

1 2 Assignment

Pursuant to clause 3 2 of the Deed, by way of absolute assignment

- (a) Goodwill and uncalled capital

All its goodwill and uncalled capital

- (b) Insurances

The Insurances and all monies from time to time payable to it under or pursuant to the Insurances including, without limitation, the refund of any premiums

(See MG01 C3 for continuation of this Section 6)

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Burger Salmon LLP* X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Charlotte Land

Company name Burges Salmon LLP

Address One Glass Wharf

Bristol

Post town

County/Region

Postcode B S 2 0 Z X

Country

DX 7928 Bristol

Telephone 0117 939 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(c) Cash

All bank accounts, cash at bank and all credit balances now or at any time in the future on any account with the Secured Parties or with any other person whatsoever including the proceeds of book debts, revenues and claims assigned pursuant to clause 3 2(d) of the Deed (*Book Debts*) (as replicated in paragraph 1 2(d) of this Section 6) which proceeds shall, on payment into a bank account assigned pursuant to this clause 3 2(c) of the Deed (*Cash*), cease to be subject to the assignment in clause 3 2(d) of the Deed (*Book Debts*) (as replicated in paragraph 1 2(d) of this Section 6) and shall be subject to the assignment in clause 3 2(c) of the Deed (*Cash*)

(d) Book debts

All present and future book debts due or owing to it or in which it is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to it or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights

(e) Other debts

All its other debts, claims, rights and choses in action both present and future or in which it is legally, beneficially or otherwise interested over and above the debts referred to in clause 3 2(d) of the Deed (*Book Debts*) (as replicated in paragraph 1 2(d) of this Section 6) and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by it with the Secured Parties or any third party (and whether jointly or otherwise) from time to time, any amounts owing to it by way of rent, licence fee, service charge or otherwise in respect of any of the Properties and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which it has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into it by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action

(f) Agreements

To the extent they are capable of being assigned, the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties

1 3 Fixed Charge

Pursuant to clause 3 3 of the Deed, to the extent they are not subject of a mortgage pursuant to clause 3 1 of the Deed (*Mortgage*) (as replicated in paragraph 1 1 of this Section 6) or an assignment pursuant to clause 3 2 of the Deed (*Assignment*) (as replicated in paragraph 1 2 of this Section 6), by way of first fixed charge

(a) Properties

All its present and future freehold and leasehold property and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including, without limitation, all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale thereof and shall include the Real Property

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>(b) <u>Plant and machinery</u></p> <ul style="list-style-type: none"> (i) fixtures, (ii) fittings, (iii) plant, (iv) machinery, (v) vehicles, (vi) tools, (vii) computer equipment, (viii) office equipment, and (ix) other equipment <p>and the benefit of all contracts and warranties relating to the same wherever situated and whether or not affixed to any property and all its rights and interests in any plant and machinery which is hired, leased or rented by it from third parties including, without prejudice to the generality of the foregoing, its right to any refunds of rentals or other payments</p> <p>(c) <u>Shares and Investments</u></p> <p>The Shares and all present and future stocks, shares, bonds, certificates of deposit, derivatives, depository receipts and securities of any kind whatsoever (and all warrants, options or other rights to subscribe, purchase, call for delivery of or otherwise acquire any such securities) whether marketable or otherwise and all other interests and rights (including but not limited to loan capital or indebtedness or liabilities in any manner owing) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, income, interest or otherwise in respect thereof and all property and rights in respect of any account held by it as participant, beneficiary, nominee or trustee participant with any clearance or settlement system</p> <p>(d) <u>Book debts</u></p> <p>All present and future book debts due or owing to it or in which it is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to it or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights</p> <p>(e) <u>Insurances</u></p> <p>The Insurances and all monies from time to time payable to it under or pursuant to the Insurances including without limitation the refund of any premiums</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged		
Short particulars	(f) <u>Goodwill and uncalled capital</u>	All its goodwill and uncalled capital
	(g) <u>Agreements</u>	To the extent they are capable of being charged, the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties
	(h) <u>Cash</u>	All bank accounts, cash at bank and all credit balances now or at any time in the future on any account with the Secured Parties or with any other person whatsoever including the proceeds of book debts, revenues and claims charged pursuant to clause 3 3(d) of the Deed (<i>Book Debts</i>) (as replicated in paragraph 1 3(d) of this Section 6) which proceeds shall, on payment into a bank account charged pursuant to this clause 3 3(h) of the Deed (<i>Cash</i>) cease to be subject to the charge in clause 3 3(d) of the Deed (<i>Book Debts</i>) (as replicated in paragraph 1 3(d) of this Section 6) and shall be subject to the charge in clause 3 3(h) of the Deed
	(i) <u>Other debts</u>	All its other debts, claims, rights and choses in action both present and future or in which it is legally, beneficially or otherwise interested over and above the debts referred to in clause 3 3(d) of the Deed (<i>Book Debts</i>) (as replicated in paragraph 1 3(d) of this Section 6) and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by it with the Secured Parties or any third party (and whether jointly or otherwise) from time to time, any amounts owing to it by way of rent, licence fee, service charge or otherwise in respect of any of the Properties and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which it has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into it by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action
	(j) <u>Intellectual Property Rights</u>	All its rights and interests in, to, under and in respect of all know-how, patents, designs, utility models, copyrights, trade marks, service marks, business names, domain names, topographical or similar rights, any data base or any confidential information, and any other associated or similar rights subsisting or arising in any part of the world, in each case whether registered or not, and including all applications for registration of any of them and rights to apply for them in any part of the world
1 4	Floating charge	
Pursuant to clause 3 4(a) of the Deed, by way of a first floating charge		
	(i)	its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assigned pursuant to clauses 3 1 of the Deed (<i>Mortgage</i>) (as replicated in paragraph 1 1 of this Section 6), 3 3 of the Deed (<i>Fixed Charge</i>) (as replicated in paragraph 1 3 of this Section 6) and 3 2 of the Deed (<i>Assignment</i>) (as replicated in paragraph 1 2 of this Section 6)
	(ii)	whether or effectively charged by the Deed, its undertaking and all its property assets and rights whatsoever and wheresoever situated in Scotland from time to time or otherwise pursuant to the Deed The floating charge contained in clause 3 4 of the Deed is a "qualifying floating charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and that paragraph shall apply to the Deed

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 5 Conversion of floating charge by notice

- (a) The Security Agent may, at any time after any Event of Default or if the Security Agent considers any of the Charged Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, convert the floating charge created by clause 3 4 (*Floating charge*) of the Deed into a fixed charge on all or such of the Charged Assets of the Company as shall be specified (whether generally or specifically) by notice to the Company whose assets or rights are affected
- (b) The provisions of clause 3 6(a) of the Deed shall not apply to any Scottish Charged Asset

Definitions

For the purposes of Sections 4 and 6 of this Form MG01, the following definitions shall have the following meanings

"Agent" has the meaning given to that expression in the Facility Agreement,

"Charged Assets" means all the undertaking, goodwill, property, assets and rights of the Company charged under the Deed or any part of them,

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing Security,

"Default Rate" means the rate specified in clause 10 3 (*Default interest*) of the Facility Agreement,

"Event of Default" has the meaning given to that expression in the Facility Agreement,

"Facility Agreement" means the form and revolving facilities agreement dated 22 March 2013 between (among others) the parties to the Deed,

"Finance Document" has the meaning given to that expression in the Facility Agreement,

"Insurances" means all present and future contracts or policies of insurance (including life policies) in which the Company from time to time has an interest and the benefit of all claims, rights to payment, returns of premium and all other rights in respect of any of them,

"Obligor" means the Company and each of the other Parties specified in Schedule 2,

"Permitted Security" has the meaning given to that expression in the Facility Agreement,

"Properties" means the Real Property and the assets of the Company described in clause 3 3(a) of the Deed (*Properties*) (as replicated in paragraph 1 3 of Section 6 of this form MG01) (and "Property" shall be construed accordingly),

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Real Property" means each of the properties of the Company listed in Schedule 1 of this Form MG01 Deed including all

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it,

"Scottish Charged Assets" means any Charged Assets situated from time to time in Scotland,

"Secured Obligations" means all present and future obligations and liabilities of the Company (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Security Agent (whether for its own account or as agent or trustee for the Secured Parties) or to any of the other Secured Parties, in each case, under or in connection with any of the Finance Documents, together with all costs, charges, losses, liabilities, expenses and other sums and any taxes thereon incurred by the Security Agent or any other Secured Party which are, or are expressed to be, or may become due, owing or payable by the Company under or in connection with any Finance Document,

"Secured Parties" has the meaning given to that expression in the Facility Agreement,

"Security" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person other than a Permitted Security, and

"Shares" means the entire issued share capital of each Obligor (other than the Company)

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Additional information on the Deed

1 NEGATIVE PLEDGE AND RESTRICTIONS ON DEALING WITH CHARGED ASSETS

Pursuant to clause 23 3 of the Facility Agreement, the Company has undertaken except in relation to any Permitted Security

- (a) not to create or permit to subsist any Security over any of its assets
- (b) not to
 - (i) sell, transfer, assign, license or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group,
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
 - (iv) enter into any other preferential arrangement having a similar effect

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

2 AUTOMATIC CONVERSION OF FLOATING CHARGE

Pursuant to clause 3 7 of the Deed, subject only to clause 3 4(b) of the Deed (*Floating Charge*) (as replicated in paragraph 1 4 of Section 6 of this form MG01), the floating charge contained in the Deed shall automatically and without notice be converted into a fixed charge in respect of any Floating Charge Assets -

- (a) which shall become subject to Security other than a Permitted Security or to a disposition contrary to the provisions of clause 23 3(a) (*Negative Pledge*) of the Facility Agreement, or
- (b) if and when any person levies or notifies the Company that it intends to levy any distress, execution, sequestration or other process against any of the Charged Assets

3 POWER OF ATTORNEY

3 1 Power of attorney

Pursuant to clause 14 1 of the Deed, the Company, by way of security, has irrevocably appointed each of the Security Agent and any Receiver severally (and each Receiver severally if there is more than one) to be its attorney in its name and on its behalf

- (a) to execute and complete any documents or instruments which the Security Agent or such Receiver may require for perfecting the title of the Security Agent to the Charged Assets or for vesting the same in the Security Agent, its nominees or any purchaser,
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 8 of the Deed (*Further Assurance*) (as replicated in paragraph 4 of this Additional Information Section), and

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Agent or a Receiver under the Deed or which may be deemed expedient by the Security Agent or a Receiver in connection with any disposition, realisation or getting in by the Security Agent or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Deed</p> <p>3 2 Exercise of power</p> <p>Pursuant to clause 14 2 of the Deed, the Security Agent shall, and shall procure that any Receiver shall, only exercise the power of attorney granted pursuant to clause 14 1 of the Deed (as replicated in paragraph 5 1 above) where an Event of Default is continuing</p> <p>3 3 Ratification</p> <p>Pursuant to clause 14 3 of the Deed, the Company has ratified and confirmed and agreed to ratify and confirm all acts and things which any attorney as is mentioned in clause 14 1 of the Deed (<i>Power of attorney</i>) (as replicated in paragraph 5 1 above) shall lawfully do or purport to do in the exercise or purported exercise of his powers under such clause</p> <p>Definitions</p> <p>For the purposes of this Additional Information Section of this Form MG01, the following definitions shall have the following meanings</p> <p>"Floating Charge Assets" means the assets of the Company from time to time expressed to be charged by the Deed by way of a floating charge,</p> <p>"Receiver" means any one or more receivers and/or managers or administrative receivers appointed by the Security Agent pursuant to the Deed in respect of the Company or over all or any of the Charged Assets</p>	

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 1 - Real Property

Kent County Crematorium Limited	Barham	The freehold land known as a Barham Crematorium Canterbury Road The Broome Park Estate Barham, Canterbury CT4 6QU registered with title absolute under Title Number K975894 and Dunmynin Dover Road Barham Canterbury registered with title absolute under Title Number K322258	K975894 K322258
Kent County Crematorium Limited	Charing	The freehold land comprising Charing Crematorium, Newcourt Wood, Charing, Ashford registered with title absolute under Title Numbers K975895 and K606154	K975895 and K606154



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 296005
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 MARCH
2013 AND CREATED BY KENT COUNTY CREMATORIUM
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC OR TO
ANY OF THE OTHER SECURED PARTIES ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 3 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 APRIL 2013

OX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES