

023844-13

In accordance with Sections 859A and 859J of the Companies Act 2006

# MR01

## Particulars of a charge



Companies House

**A fee is payable with this form**  
Please see 'How to pay' on the last page

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**What this form is for**  
You may use this form to register a charge created or evidenced by an instrument

**What this form is NOT for**  
You may not use this form to register a charge where an instrument Use form M

For further information, please refer to our guidance at [www.companieshouse.gov.uk](#)

This form must be delivered to the Registrar for registration 21 days beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You must enclose a certified copy of the instrument with this form. It will be scanned and placed on the public record



\*A2INB0DS\*  
A18 09/10/2013 #127  
COMPANIES HOUSE

WEDNESDAY

### 1 Company details

Company number: 5 3 1 7 5 8 1  
Company name in full: 'K' CONTRACTING (BUILDERS) LTD

For official use  
 Filing in this form  
Please complete in typescript or in bold black capitals  
All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date: 04/10/2013

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name: AFFIRMATIVE FINANCE LIMITED

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

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Particulars of a charge

<b>4</b>	<b>Description</b> Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Description	The Company charges with full title guarantee and to the intent that the security created shall rank as a continuing security with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged (together with this Mortgage Debenture on a full indemnity basis) - 1 by way of a legal mortgage the property known as Land adjoining 1 Musgrove Ashford Kent ("the Property") and/or the proceeds of sale thereof, 2 by way of specific equitable charge all estates or interests in any freehold and leasehold property (except the Property) nor or at any time during the continuance of this security belonging to or charged to the Company and/or the proceeds of sale thereof, 3 by way of specific charge all book debts and other debts now or from time to time due or owing to the Company, 4 by way of specific charge its goodwill and the benefit of licenses, 5 by way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of specific charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as specific charges but without prejudice to any such specific charges as shall continue to be effective Continued	
<b>5</b>	<b>Fixed charge or fixed security</b> Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

# OS MG01 - continuation page

Particulars of a mortgage or charge by an overseas company

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged	
Short particulars	Paragraph 14 of the Insolvency Act 1996 applies to the floating charge hereby created	

**MR01**  
Particulars of a charge

**8**

**Trustee statement** <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

**1** This statement may be filed after the registration of the charge (use form MR06)

**9**

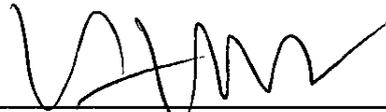
**Signature**

Please sign the form here

Signature

Signature

X



X

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

# MRO1

## Particulars of a charge

### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Ken Whittington

Company name Kingsfords LLP

Address 2 Elwick Road

Post town Ashford

County/Region Kent

Postcode 

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Country UK

DX DX 30205 ASHFORD KENT

Telephone 01233 624545

### 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 a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy.

### 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 filed on paper.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5317581

Charge code: 0531 7581 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2013 and created by 'K' CONTRACTING (BUILDERS) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2013.

Given at Companies House, Cardiff on 14th October 2013



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

CERTIFIED A TRUE  
COPY OF THE ORIGINAL

KINGSFORDS LLP  
(Solicitors)  
ASHFORD, KENT

4/10/13

A/C No 996985

This Mortgage Debenture is an important legal document. The Lender strongly recommends that you seek the advice of the Company's solicitor or other legal adviser before signing this Mortgage Debenture

**THIS MORTGAGE DEBENTURE** dated the 4 day of October 2013  
**IS MADE BETWEEN :**

<u>The Company</u> (Name and Address of Company)	<b>K CONTRACTING (BUILDERS) LTD</b> of Chapel House, 1 Chapel Hill, Clevedon, BS21 7NL [Company Number 5317581] (hereinafter called "the Company" which expression where the context so admits shall include the persons deriving title under the Company) of the one part
	<b>AND</b>
<u>The Lender</u>	<b>AFFIRMATIVE FINANCE LIMITED</b> of 7 St James Square, Manchester, M2 6XX hereinafter called "the Lender" which expression where the context so admits shall include the persons deriving title under the Lender) of the other part

Unless the context otherwise requires the following expressions shall have the meanings attributed to them :-

**EXPRESSION**

**MEANING**

The Facility

The loan facility which the Lender makes available to the Company upon the terms and conditions of the Debenture and the Offer Letter

The Offer Letter

The offer letter for the Facility issued by the Lender to the Company and dated 15<sup>th</sup> August 2013

The Property  
(the subject of this Charge)

All that land and buildings situate at and known as Land adjacent to 1 Musgrove, Ashford, Kent (as shown more particularly delineated cross hatched black on the plan attached hereto) being registered at H M Land Registry under (PART OF Title Number K497865) with title Freehold Absolute

The terms and conditions defined or set out in the Offer Letter where the context so admits shall bear the same meaning or meanings in this Debenture as they do in the Offer Letter

**WHEREAS:-**

- A The Lender has agreed with the Company to make available to the Company the Facility in stages upon the terms and conditions set out in the Offer Letter and as hereinafter provided for the repayment thereof and security therefor more particularly detailed below
- B No part of the Facility has been advanced to the Company by the Lender before the execution hereof
- C The Company is the legal and beneficial owner in respect of the Property free from prior interests and incumbrances except such (if any) as are mentioned on the first page of this Deed

**NOW THIS DEED** in consideration of the Initial Stage Payment now paid by the Lender to the Company (the receipt whereof the Company hereby acknowledges) **WITNESSES AND IT IS HEREBY AGREED** as follows -

**FINANCIAL DETAILS**

- 1 The Lender hereby agrees to advance the Initial Stage Payment to the Company On completion of this security the Company authorises the Lender to deduct the Arrangement Fee and any other fees set out in the Offer Letter (if any)
- 1.1 The remainder of the Facility will be released in stages at the request of the Company during the Term strictly on condition that building works required to be effected to the Property have been undertaken appropriately and competently and in accordance with all relevant planning and all other permissions granted and subject always to receipt by the Lender of a written valuation by the Lender's valuers confirming to the Lender that the value of the

Property has increased to the satisfaction of the Lender. The Lender reserves the right to determine in its absolute discretion whether the Property is sufficient security at any and all times for the purpose of releasing any individual stage payment

- 1 2 All stage payments will be released to the Company after deduction of
- 1 2 1 a valuation fee (if the stage payment is made subject to an updated valuation for the Lender),
- 1 2 2 an administration fee of the lender in respect of the Stage Payment in the minimum sum of £150,
- 1 2 3 the legal costs of the solicitors for the Lender in the minimum sum of £150 plus VAT,
- 1 2 4 the Monthly Payments calculated on the relevant stage payment calculated for the remainder of months of the Term
- 2 The Company covenants -
- 2 1 to repay the Debt at the end of the Term,
- 2 2 until repayment of the Debt to pay monthly interest thereon at the Interest Rate in respect of such part of the Facility as has been released to the Company
- 2 3 to pay and discharge to the Lender on demand all monies obligations and liabilities which may now or at any time hereafter may be or become due owing or incurred by the Company to the Lender on or under any account or agreement (whether solely or jointly with any other person and whether as principal or surety) present or future actual or contingent of the Company
- 3 1 Interest will be charged on the balance of the Facility and all other monies secured under this Mortgage Debenture until actual repayment and payment (as the case may be) to the Lender both before and after any judgment at the Rate or at such other rate as may be from time to time notified to the Company by not less than 7 days written notice
- 3 2 In the event that the Company does not repay the Debt at the end of the Term then the Lender shall be entitled on the anniversary of the date of this Deed and each anniversary thereafter to add to the amount of the Debt an amount equal to 3% of the Debt by way of renewal fee and interest shall be charged thereon at the Rate until repayment
- 4 The Lender shall be entitled to add the amount of any Monthly Payment or Monthly Payments or any part thereof which may at any time be in arrear to the Debt then outstanding and interest shall accrue on the aggregate thereof at the Rate and such interest added in accordance with this clause shall not be reckoned as part of the interest on the Debt
- 5 The Company shall on settlement of this security repay the whole of the Debt outstanding together with any other monies then outstanding under the terms of this security and as part of the redemption figure the Lender shall be entitled but not obligated to add an additional 1 month's interest at the Rate (as varied)
- 6 In the event of a default in payment on the due date for payment of all or any part of any Monthly Payment or Monthly Payments the Lender may give notice in writing to the Company requiring payment thereof or of any part thereof and if such payment shall not be made within 7 days of the giving of such notice the outstanding amount of the Debt
- 7 No cause of action in respect of any sum due under or by virtue of this security shall arise until notice has been given by the Lender in accordance with the provisions of Clause 6 hereof and the Company shall have failed to comply with such notice in full or otherwise to the Lender's satisfaction)
- 8 The Lender shall cease to be under any further commitment to the Company and all monies obligations and liabilities hereby secured shall immediately become due and payable on demand on the occurrence of any of the following events of default, namely -
- 8 1 if the Company fails to pay on the due date any money or to discharge any obligation or liability payable by it from time to time due to the Lender or fails to comply with any term or obligation or liability of the Company to the Lender or if any representation warranty or undertaking from time to time made to the Lender by the Company is or becomes incorrect or misleading in a material respect,
- 8 2 if the Company defaults under any trust deed loan agreement debenture or other agreement or obligation relating to borrowing or under any guarantee (which expression includes all contingent liabilities undertaken in respect of the obligations or liabilities of any third party including all guarantees indemnities or bonds whether constituting primary or secondary obligations or liabilities) or if any borrowing or other money payable under any of the foregoing becomes or is capable of being declared payable prior to its stated maturity or is not paid when due or if any debenture mortgage charge or other security from time to time created by the Company becomes enforceable,

- 8 3 if a petition is presented or an order made or a resolution passed or analogous proceedings are taken for appointing an administrator of or winding up the Company or if a notice is issued convening a meeting for the purpose of passing any such resolution or a resolution to purchase or redeem or reduce issued share capital of the Company (save for the purpose of and followed within four months by an amalgamation or reconstruction not involving or arising out of insolvency on terms previously approved in writing by the Lender) or to comply with Section 142 of the Companies Act 1985,
- 8 4 if an encumbrancer takes possession or a receiver is appointed of the whole or any part of the undertaking property assets or revenues of the Company,
- 8 5 if any judgment or order made against the Company is not complied with within seven days or if an execution distress sequestration or other process is levied or enforced upon or sued out against any part of the undertaking property assets or revenues of the Company,
- 8 6 if the Company stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or when they fall due or if a notice is issued convening a meeting of or the Company proposes or enters into any composition or arrangement with its creditors or any class of its creditors,
- 8 7 if the Company without the prior consent in writing of the Lender ceases or threatens to cease to carry on its business or any material part thereof in the normal course or changes the nature or mode of conduct of its trading in any material respect,
- 8 8 if any material part of the assets or revenues of the Company is sold or disposed of or threatened to be sold or disposed of (otherwise than in the normal course of trading) whether in a single transaction or a number of transactions or is nationalised compulsorily acquired seized or appropriated or if any partnership of which the Company is or becomes a partner is dissolved or if any notice served upon the Company with a view to forfeiture pursuant to Section 146 of the Law of Property Act 1925 is not complied with within the period specified,
- 8 9 if any part of the security hereby created or any guarantee indemnity or other security for any money obligation or liability hereby secured fails or ceases in any respect to have full force and effect or to be continuing or is terminated or disputed or becomes in jeopardy invalid or unenforceable,
- 8 10 if any licence authorisation consent or registration at any time necessary or desirable to enable the Company to comply with its obligations to the Lender or to carry on its business in the normal course shall be revoked withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect,
- 8 11 if control (as defined in Section 416 of the Income and Corporation Taxes Act 1988) of the Company is acquired by any person or company or group of connected persons (as defined in Section 839 of the Income and Corporation Taxes Act 1988) not having control of the Company at the date hereof (unless with the prior consent in writing of the Lender)
- 9 The Company hereby covenants immediately to notify the Lender in writing of the occurrence of any of the events of default specified in Clause 8 or of the occurrence of any event which with the lapse of time will or may constitute an event of default

#### CHARGE DETAILS

- 1 The Company with **FULL TITLE GUARANTEE** and to the intent that the security created shall rank as a continuing security **HEREBY CHARGES** with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged (together with all costs and expenses howsoever incurred by the Lender in connection with this Mortgage Debenture on a full indemnity basis) -
- 1 1 by way of legal mortgage the Property and/or the proceeds of sale thereof,
- 1 2 by way of specific equitable charge all estates or interests in any freehold and leasehold property (except the Property) now and at any time during the continuance of this security belonging to or charged to the Company ("the equitably charged property") and/or the proceeds of sale thereof,
- 1 3 by way of specific charge all book debts and other debts now and from time to time due or owing to the Company,
- 1 4 by way of specific charge its goodwill and the benefit of licences,
- 1 5 by way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of specific charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as specific charges but without

prejudice to any such specific charges as shall continue to be effective Para14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge hereby created

- 2 The costs and expenses referred to in this Mortgage Debenture shall include (for avoidance of doubt) all amounts the Lender may from time to time require to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Mortgage Debenture and recovery of the liabilities secured by it A certificate signed by an officer of the Lender as to the amount of such costs and expenses incurred by the Lender from time to time shall for all purposes be conclusive evidence against and binding upon the Company
- 3 With reference to the Property and the equitably charged property the Company agrees
- 3 1 to keep it in a good state of repair and condition and insured in the name of the Company with the interest of the Lender noted upon the policy of insurance (and produce evidence of the same upon request by the Lender) against such risks and in such office and for such amounts as the Lender may require or approve and that failure to do so will entitle the Lender to do so at the expense of the Company and as agent of the Company without thereby becoming a mortgagee in possession, further the Company shall within 7 days of written request supply to the Lender a copy of such policy or policies of insurance,
- 3 2 to pay all premiums due in respect of the insurance over the Property and the equitably charged property from time to time due and to do nothing nor omit to do any act nor take such action whereby the policy or policies of insurance may be rendered void or voidable by the insurer or insurers,
- 3 3 that the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors shall not be exercised by the Company without the consent in writing of the Lender but the Lender may grant or accept surrenders of leases without restriction, further the Company shall promptly notify the Lender of any action or proceedings taken by it against any tenant or licensee of the Property or any part thereof or brought against the Company by any tenant or licensee of the Property,
- 3 4 not to part with the possession of it or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy it or any part thereof without the consent in writing of the Lender,
- 3 5 immediately upon the execution of this Debenture (or upon coming into the possession of the Company at any time) deposit with the Lender all deeds, certificates and other documents constituting or evidencing title to the Property,
- 3 6 not to do or suffer to be done on the Property anything which shall be or be deemed to be development, demolition, re-building, alteration, addition or a change of use within the meaning of the Planning Acts which for this purpose shall mean the Town Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances Act 1990) the Planning (Consequential Provisions) Act 1990, the Planning, and Compensation Act 1991 and any extant order regulation made or confirmed under any of them,
- 3 7 duly and punctually to pay or cause to be paid all existing and future rents rates taxes charges duties assessments and other outgoings payable in respect of the Property and / or the equitably charged property
- 4 With reference to the book debts and other debts hereby specifically charged the Company shall pay to the Lender all monies which it may receive in respect of such debts and shall not without the prior consent in writing of the Lender sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon to do so by the Lender from time to time execute legal assignments of such book debts and other debts to the Lender
- 5 With reference to the property assets and rights subject to the floating charge
- 5 1 the Company shall not be at liberty without the consent in writing of the Lender to -
- 5 1 1 create any mortgage or charge ranking in priority to or pari passu with that charge and/or
- 5 1 2 sell the whole or except in the ordinary course of business any part of the Company's undertaking
- 5 2 the Company agrees to effect and maintain such insurances as are normally maintained by prudent companies carrying on similar businesses
- 5 3 the Lender may by notice to the Company convert the floating charge into a specific charge as regards any assets specified in the notice which the Lender shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a receiver thereof
- 6 1 Section 103 of the Law of Property Act 1925 (the 1925 Act) shall not apply to this security which shall immediately become enforceable and the power of sale and other powers conferred by Section 101 of the 1925 Act as varied or

extended by this security shall be immediately exercisable at any time after notice demanding payment of any monies hereby secured shall have been served by the Lender on the Company,

- 6 2 Section 93 of the Law of Property Act 1925 shall not apply to this security,
- 6 3 Each party confirms that no term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed
- 7 1 At any time after the Lender shall have demanded payment of any of the liabilities secured under this security or after any breach by the Company of any of the provisions of this Security or if requested by the Company the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be a Receiver (which for the purposes of this Security shall mean administrator receiver and/or manager and any substitute for any such person and whether appointed under this security or pursuant to any statute or otherwise) of all or any part of the property charged under this security and where more than one Receiver is appointed they may be given power to act either jointly or severally
- 7 2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
- 7 3 The Receiver shall (so far as the law permits) be the agent of the Company (who shall alone be personally liable for his acts defaults omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to, but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers) the Receiver shall have power in the name of the Company or otherwise to do the following things, namely
- 7 3 1 to take possession of collect and get in all or any part of the property charged under this security and for that purpose to take any proceedings as he shall think fit,
- 7 3 2 to commence and/or complete any building operations on the Property or Equitably Charged Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit,
- 7 3 3 for the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this security or for any other purpose to borrow monies from the Lender or others on the security of the property charged under this Security or otherwise on such terms as he may in his absolute discretion think fit,
- 7 3 4 to provide such facilities and services for tenants and generally to manage the property in such a manner as he shall think fit,
- 7 3 5 to sell transfer assign let or lease or concur in selling letting or leasing the Property (either by public auction or private contract or otherwise) and the grant of any rights over the Property on such terms and conditions and for such consideration including without limitation shares securities (of any other company) or other investments payable at such time or times as he may in his absolute discretion think fit,
- 7 3 6 to vary the terms of, terminate, grant renewals of or accept surrenders of leases or tenancies of the Property or Equitably Charged Property in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender with such rights relating to the other parts of the Property and containing such covenants on the part of the Company or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit,
- 7 3 7 to make any arrangements or compromise which the Lender or he shall think fit whether in relation to any lease of the property or to any covenants conditions or restrictions relating to the Property or without limitation otherwise,
- 7 3 8 to make and effect all repairs and improvements to the Property or Equitably Charged Property,
- 7 3 9 to enter into bonds, covenants, commitments, guarantees, indemnities and like matters and to make all payments needed to effect maintain or satisfy the same in relation to the Property charged under this security,
- 7 3 10 to settle adjust refer to arbitration compromise and arrange any claims accounts disputes questions and demands with or by any person who is or claims to be a creditor of the Company or relating in any way to the Property charged under this security,
- 7 3 11 effect such insurances of or in connection with the Property charged under this security as he shall in his absolute discretion think fit,
- 7 3 12 to appoint managers officers contractors and agents of the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine,
- 7 3 13 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do
- 7 3 14 Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently
- 8 All monies received by any Receiver shall be applied by him in the following order -
- 8 1 in payment of the costs charges and expenses or and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him,

- 8 2 in payment of remuneration of the Receiver at such rates as may be agreed between him and the Lender at or at any time after his appointment,
- 8 3 in or towards discharge of the liabilities hereby secured in such order as the Lender may from time to time require,
- 8 4 the surplus (if any) shall be paid to the Company or other person entitled to it
- 9 The powers conferred on mortgagees or receivers by the 1925 Act shall apply to this security except insofar as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the 1925 Act and those contained in this security the terms of this security shall prevail
- 10 If the Lender receives or is deemed to be affected by notice whether actual or constructive of any subsequent charge or other interest affecting any part of the property hereby charged and/or the proceeds of sale thereof the Lender may open a new account or accounts with any person for whose liabilities this Mortgage Debenture is available as security. If the Lender does not open a new account it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for such this Mortgage Debenture is security
- 11 The Company hereby irrevocably appoints jointly and also severally each of the Lender and any person nominated in writing under the hand of any officer of the Lender including every Receiver appointed hereunder as attorney or attorneys of the Company with full power of substitution for the Company and its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect any deed assurances agreement instrument or act which may be required or deemed proper for any of the purposes of this security. The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this security
- 12 In the exercise of the powers hereby conferred the Lender or any Receiver may sever and sell plant machinery or other fixtures separately from the Property to which they may be annexed
- 13 The Company shall from time to time supply to the Lender such accounts or other information concerning the assets liabilities and affairs of the Company its subsidiary or associated companies as the Lender may require
- 14 In case the Company shall have more than one account with the Lender it shall be lawful for the Lender at any time and without any prior notice forthwith to transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but the Lender shall notify the Company of the transfer having been made
- 15 The security from time to time constituted by or pursuant to this Mortgage Debenture shall be in addition to and shall be independent of any other security which the Lender may now or at any time hold on all or any part of the assets of the Company for or in respect of all or any part of the monies obligations and liabilities hereby covenanted to be paid or discharged and it is hereby declared that no prior security held by the Lender over the Property hereby charged or any part of it shall merge in the security created hereby or pursuant hereto
- 16 The Lender may sell, assign or transfer its rights, benefits and obligations under this Deed to anyone at any time. The rights, benefits and obligations of the Company under this Deed will remain unaffected and the Company will be bound to any person or organisation to whom the Lender sells, assigns or transfers. The person or organisation to whom the Lender sells, assigns or transfers will have the Lender's powers and rights, benefits and obligations under the terms of this Deed
- 17 A demand or notice hereunder shall be in writing signed by an officer or agent of the Lender and may be served on the Company by hand or by post and either by delivering the same to any officer of the Company at any place or by addressing the same to the Company at its registered office or place of business last known to the Lender, if such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding it be returned undelivered
- 18 If any of the clauses (or part of a clause) of this Deed becomes invalid or unenforceable in any way under any law, the validity of the remaining clause (or part of a clause) shall not in any way be affected or impaired. If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect but only with the consent of the Lender
- 19 It is hereby certified that this Mortgage Debenture does not contravene any of the provisions of the Company's Memorandum and Articles of Association and has been executed in accordance therewith

- 20 Without prejudice to anything else contained in this Deed the Company shall at any time at the request of the Lender but at the cost of the Company promptly sign seal execute deliver and do all deeds instruments notices documents acts and things as the Lender may from time to time require for creating perfecting or protecting the security over the Property and all other property whatsoever hereby Charged or any part of the same or for facilitating their realisation and the exercise of all powers authorities and discretions vested in the Lender or any receiver
- 21 In the case of registered land, the Company and the Lender hereby apply to the Chief Land Registrar for the entry on the register of a restriction that, except under an order of the Registrar, no disposition by the proprietor of the Property is to be registered without the consent of the proprietor for the time being of the charge created by this Deed
- 22 This Mortgage Debenture shall be governed by and construed in accordance with the Laws of England

IN WITNESS whereof this document, which is intended to take effect as a Deed has been executed by the Company and is now delivered the day and year first before written

**SIGNED AS A DEED BY THE COMPANY**  
**ACTING BY**

Sign here  
 Signature: *[Handwritten Signature]* Director

Name in full: *ANTHONY ROBERT LUIS COOPER*  
 (block letters)

IN THE PRESENCE OF

Sign here  
 Signature: *[Handwritten Signature]* Director/Secretary

Name in full: *JAMES ALAN HODGKINSON*  
 (block letters)

---

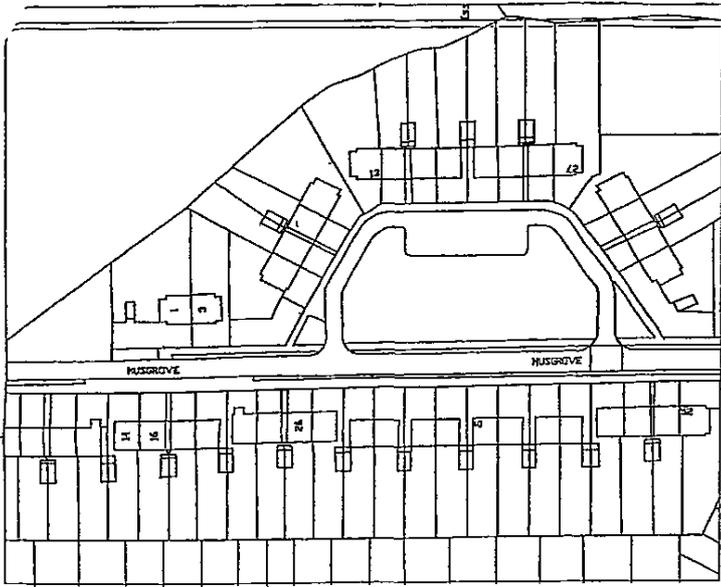
Signed for and on behalf of the Lender )

Authorised Signatory

The Company hereby acknowledges receipt of a completed copy of this document

Sign here  
 Signature: *[Handwritten Signature]*  
 (Director or Secretary)

**This Mortgage Debenture is an important legal document. The Lender strongly recommends that you seek the advice of the Company's solicitor or other legal adviser before signing this Mortgage Debenture.**



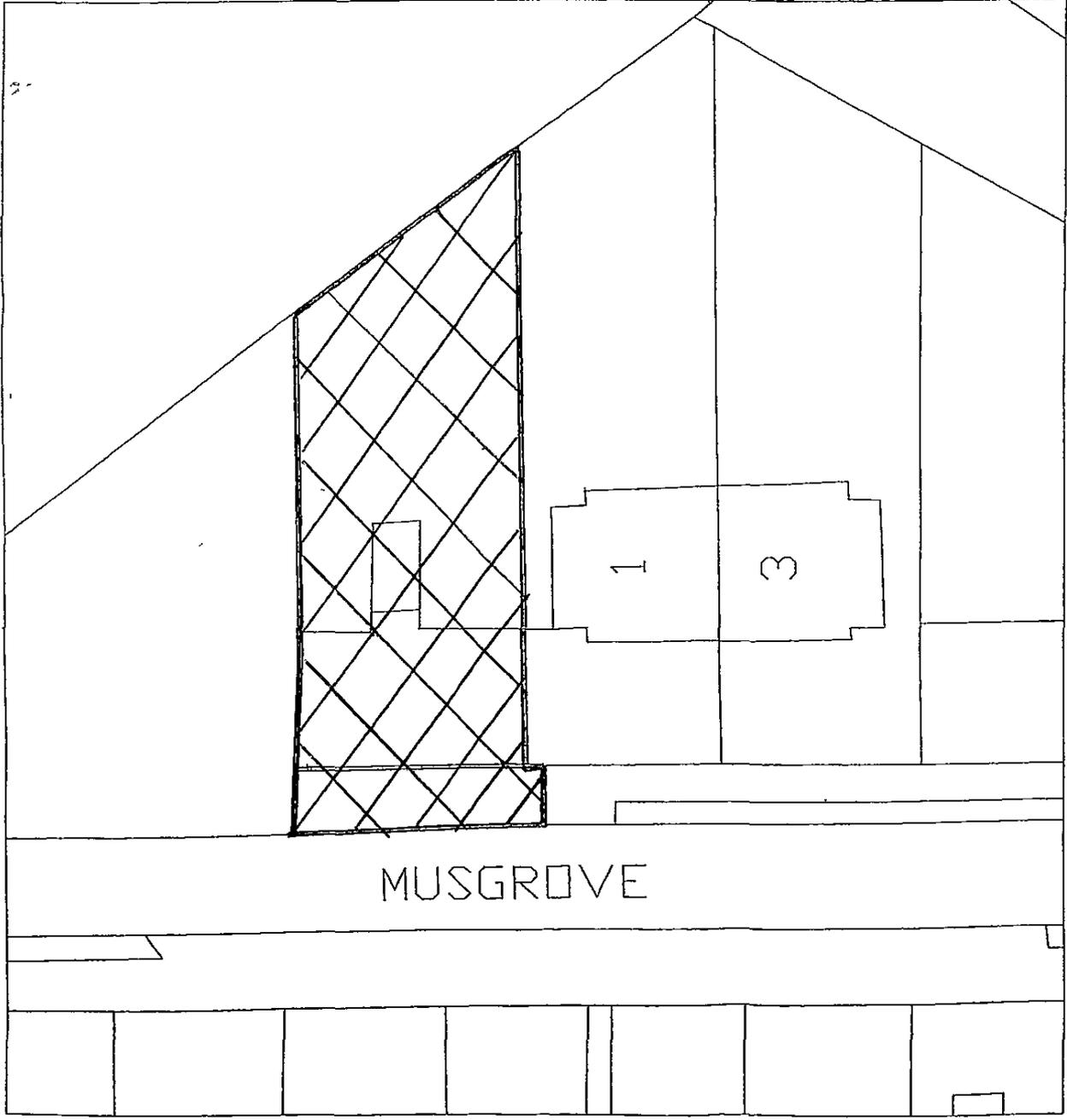
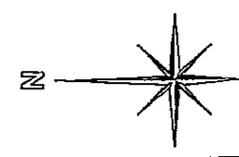
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LOCATION PLAN

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**ASHFORD BOROUGH COUNCIL**  
 CUSTOMERS HOMES & PROPERTY  
 Civic Centre, Tammy Lane, Ashford, Kent, TN23 1PL  
 tel. 01233 331111 fax 01233 645554

PROJECT	LAND AND PROPERTY		
DRG TITLE	LAND TO THE FRONT OF 1 MUSGROVE ASHFORD		
SCALE(S)	AS SHOWN	PAPER SIZE	A3
DRAWN	JM	AUTOCAD FILE	DATE
DRG.No	IMUSG.001	FILE NO.	JULY 2015
			REV



10 0 100m  
SCALE 1:200

BLOCK PLAN