

# MR01

## Particulars of a charge

207599 / 13

# Laserform

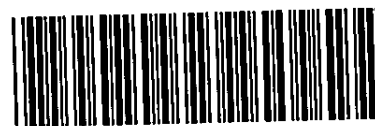
**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**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 the  
instrument Use form MR08

TUESDAY



\*A45A1L2G\*

A18

14/04/2015

#118

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If 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. This will be scanned and placed on the public record. **Do not send the original**

### 1 Company details

Company number 0 6 7 2 8 9 8 4

Company name in full KITEWOOD (CLARENDON) LIMITED

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 d 0 d 9 m 0 m 4 y 2 y 0 y 1 y 5 /

### 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 AEP (STEEL FABRICATIONS) 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

**4** Brief description

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

LAND ON THE SOUTH SIDE OF SOUTHAMPTON ROAD  
PETERSFINGER SALISBURY WILTSHIRE SP5 3DB AS THE  
SAME IS REGISTERED AT THE LAND REGISTRY UNDER TITLE  
NUMBERS WT162864 WT108733 WT151375 AND WT106536

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

**5** Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

**6** Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

**7** Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?  
Please tick the appropriate box

☐ Yes

☒ No

**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

☐

<sup>1</sup> 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

# MR01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name STEVEN TAYLOR

Company name  
JUDGE & PRIESTLEY

Address

Post town

County/Region

Postcode

Country

DX DX 117600 BROMLEY 7

Telephone



### 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 6728984

Charge code. 0672 8984 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th April 2015 and created by KITEWOOD (CLARENDON) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2015

Dx

Given at Companies House, Cardiff on 24th April 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Certified a true copy  
of the original

*Justin Priestley*

JUDGE & PRIESTLEY  
LAND REGISTRATION ACT 2002

JUDGE AND PRIESTLEY,  
JUSTIN HOUSE,  
6 WEST STREET,  
BROMLEY,  
KENT BR1 1JN  
DX 117600 BROMLEY 7  
Tel 0208 - 280 - 0333

This is a form of legal charge on property. You should carefully read its contents before signing this document. This form has not been produced nor drafted for use without technical assistance by persons unfamiliar with the law and practice of mortgages.

County and District [~~or London Borough~~] Wiltshire

Title No WT162864, WT108733,  
WT151375, WT106536

## LEGAL CHARGE

Dated 9 APRIL

2015

Parties 1 The Borrower KITEWOOD (CLARENDON) LIMITED whose registered office is at 85  
Gracechurch Street London EC3V 0AA Company Number 6728984

2 The Chargee AEP (STEEL FABRICATIONS) LIMITED whose registered office is at Windover  
House St Ann Street Salisbury Wiltshire SP1 2DR Company Number 02298694

The Loan (receipt acknowledged) One Hundred Thousand Pounds (£100,000)

Interest Rate ----- per cent per annum

Payment Days See Clause 6. (a)

The Property Land on the south side of Southampton Road Petersfinger Salisbury  
Wiltshire SP5 3DB as the same is registered at the Land Registry under the above  
mentioned Title Numbers.

The Prior Charge A Legal Charge of even date and made between the Borrower (1) and  
Hampshire Trust PLC (2)

- A The Borrower charges the Property by way of legal mortgage and with full title guarantee (but subject to the Prior Charge) with the payment to the Chargee of the principal money interest and other money to be paid by the Borrower
- B The Charge is not a charge made for securing a current account or further advances
- C The Charge incorporates the Mortgage Provisions printed overleaf

This deed is executed as a deed and delivered as follows.-

SIGNATURE OR COMPANY SEAL	WITNESS
Executed as a Deed by KITEWOOD (CLARENDON) LIMITED acting by Director  ..... Director	 <i>Anne Newman</i> ANNE NEWMAN 21 Meadowdown Maidstone France Manager

# Mortgage Provisions

## 1 Interpretation

Where the context allows:-

- (a) "The Borrower" and "the Chargee" include the persons deriving title under them
- (b) Obligations of more than one person are joint and several obligations
- (c) Expressions used on the front page of the Charge have the meanings there shown
- (d) References to the Property include references to any part or parts of the Property

## 2. Covenant for payment

The Borrower will pay to the Chargee -

- (a) On the first Payment Day after the date of the Charge the amount of the Loan with interest in the meantime at the Interest Rate and
- (b) So long as that amount or any part of it remains unpaid after the first Payment Day interest at the Interest Rate on so much as remains unpaid by equal payments on the Payment Days in every year

## 3. Legal date for redemption

The legal right of redemption ceases on the first Payment Day after the date of the Charge and in favour of a purchaser the statutory power of sale arises on that day

## 4. Covenants concerning the Property

The Borrower covenants so long as the Charge is outstanding -

- (a) To put and keep the Property in good and substantial repair
- (b) To keep the Property insured against fire and other contingencies (as required from time to time by the Chargee) to its full value with responsible insurers approved by the Chargee and (subject to the requirements of any lease under which the Property is held) in the joint names of the Borrower and the Chargee Provided that so long as any money remains owing on the security of the Prior Charge and the Borrower shall keep the Property insured against loss and damage by fire and other contingencies pursuant to any covenant contained in the Prior Charge such insurance shall be accepted in or towards satisfaction (according as such insurance shall extend to the full value of the Property or to some part only of such value) of this covenant but the Borrower shall nevertheless include the name of the Chargee in the policies of such insurance if this can be done without committing any breach of the provisions contained in the Prior Charge
- (c) Not to insure the Property independently and if the Borrower receives insurance moneys in respect of the Property to hold them as trustee for the Chargee
- (d) To observe and perform the restrictive and other covenants and stipulations (if any) affecting the Property and the obligations on the tenant's part in the lease (if any) under which the Property is held
- (e) Punctually to pay all rents and outgoings in respect of the Property
- (f) Not without the written consent of the Chargee to carry out any operation or institute or continue any use of the Property for which permission is required under the law from time to time of Town and Country Planning but which has not been obtained at the date of the Charge
- (g) That the statutory powers conferred on a mortgagor in possession of leasing agreeing to lease and accepting surrenders of leases shall not apply to the Charge and the Borrower will not otherwise without the written consent of the Chargee grant or agree to grant any lease or tenancy of the Property

## **5 Entry to inspect or do works**

While the Charge is outstanding the Chargee may enter and inspect the Property at any reasonable time and may also enter and do any work which the Borrower has failed to do

## **6. Covenant concerning the Prior Charge**

The Borrower further covenants so long as the Charge is outstanding to observe and perform all the covenants and obligations contained or implied in the Prior Charge (other than the covenant for the payment of the principal money thereby secured)

This Legal Charge shall be subject to the terms of Deed of Priority entered into this day by the Borrower, the Chargee and Hampshire Trust PLC

The Loan shall be repaid by the Borrower to the Chargee -

(a) After the Prior Charge has been discharged but

(b) Before the Borrower or any company in the group of companies of which the Borrower is a part receive any of the surplus of sale proceeds over the costs of the development of the Property for residential or other purposes

(c) And in any event within two calendar years of the date and day hereof

7. The parties hereby apply to the District Land Registrar to register the following restriction against the Title to the Property:-

"No disposition of the Registered Estate by the Proprietor of the Registered Estate or by the Proprietor of any Registered Charge not being a Charge registered before the entry of this restriction is to be registered without the consent of AEP (Steel Fabrications) Limited whose Registered Office is at Windover House St Ann Street Salisbury Wiltshire SP1 2DR or its conveyancer"

**LEGAL CHARGE**  
(subject to a Prior Charge)

Date 20 15

Borrower Kitewood (Clarendon) Limited

Chargee AEP (Steel Fabrications) Limited

Property Land to the south side of Southampton  
Road Petersfinger Salisbury Wiltshire

Loan £100,000 00

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**STATUTORY RECEIPT**

I/We

hereby acknowledge that have this day of  
20 received the sum of £  
representing the principal money secured by the within-written Mortgage  
together with all interest and costs the payment having been made by

AS WITNESS hand this day of

Signed in the presence of