Registration of a Charge

Company name: MOUNTAINS BUILDING CONTRACTORS LIMITED

Company number: 02844110

Received for Electronic Filing: 12/03/2019



Details of Charge

Date of creation: 11/03/2019

Charge code: 0284 4110 0005

Persons entitled: LENDINVEST SECURITY TRUSTEES LIMITED

Brief description: LAND AND BUILDINGS ON THE NORTH SIDE OF COMMONSIDE ROAD,

OLD LEAKE

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or

undertaking of the company).

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

Authentication of Instrument

Certification statement: I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT

DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION

IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: MATTHEW PEAKE-PIJNEN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2844110

Charge code: 0284 4110 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th March 2019 and created by MOUNTAINS BUILDING CONTRACTORS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2019.

Given at Companies House, Cardiff on 13th March 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

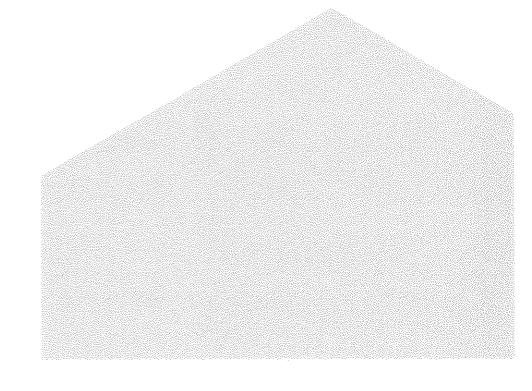






LendInvest Debenture

England & Wales





THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST ALL OR PART OF THE CHARGED PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

By this Debenture made on 11 March

2019 by you:

BOX A (Chargor details)

Mountains Building Contractors Limited of 75 High Street, Boston, Lincolnshire. PE21 8SX with registered number 02844110

in favour of *us*, LendInvest Security Trustees Limited (company number: 08743617) of 8 Mortimer Street, London, England, W1T 3JJ, *you* charge the *Charged Property* to secure *your* liabilities to the *Secured Parties* on the terms which appear in this *Debenture* (including the *Debenture Conditions*).

BOX B (Details of certain specific Charged Property)

Assigned Contract(s): Not applicable

Designated Account(s): Not applicable

BOX C (Details of the Property to which the Mortgage Debt relates

Address of Property: Land and Buildings on the North side of Commonside Road, Old Leake

Title number: LL101214

- (1) This *Debenture* incorporates the Debenture General Conditions (2016) (the **Debenture Conditions**). *You* acknowledge that *you* have received a copy of the Debenture Conditions and agree that *you* will observe and perform them.
- (2) Terms in italics used in this *Debenture* are defined in or, as applicable, interpreted in accordance with the Debenture Conditions.



- (3) You undertake to pay us, on demand, the amounts outstanding in respect of the *Debt* when they become due.
- (4) As continuing security for the payment and discharge of the *Debt* with full title guarantee:
 - (A) you charge to us:
 - (i) by way of fixed charge:
 - (a) all of your present and future interest in or over any freehold, leasehold or commonhold property (whether registered or unregistered) not otherwise effectively mortgaged or charged under the Mortgage Deed together with all building and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;
 - (b) all licences, consents and authorisations (statutory or otherwise) held or required in connection with *your* business or the use of any Charged Property, and all rights in connection with them;
 - (c) all of *your* present and future goodwill;
 - (d) all of your present and future uncalled capital;
 - (e) all of your Equipment;
 - (f) all of your Intellectual Property;
 - (g) all of your Book Debts;
 - (h) all of your Investments; and
 - (i) all monies from time to time standing to the credit of *your* accounts with any bank, financial institution or other person (including, if applicable, each Designated Account);
 - (B) you assign to us absolutely (subject to such rights being re-assigned to you at the end of the Security Period):
 - (i) all of your Insurance Policy Rights;
 - (ii) the benefit of each *Assigned Contract* and the benefit of any guarantee or security for the performance of each *Assigned Contract*; and
 - (C) you charge to us, by way of floating charge, all of your undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to either paragraphs (A) or (B) above or pursuant to the Mortgage Deed.

This *Debenture* has been executed as a deed and is delivered and takes effect on the date stated at the top of the first page of this *Debenture*.



EXECUTION PAGE TO DEBENTURE

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Where you are a limited company and are signing by two directors or one director and the company secretary

Executed as a deed by Mountains Building Contractors Limited acting by two Directors or a Director and its Secretary

COLIN MODULANI

Name of Director

Signature of Director

Name of Director/

Secretary

Signature of Director/

Secretary