

MR01

Particulars of a charge

009037/26

Oyez

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

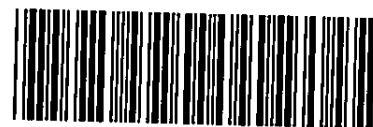
☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

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

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  
delivered outside of the 21 days it will be rejected unless it is accompan-  
ied by a court order extending the time for delivery

☐ You **must** enclose a certified copy of the instrument with this form This  
scanned and placed on the public record

SATURDAY



\*A3BHRIPU\*

A27

05/07/2014

#113

COMPANIES HOUSE  
For official use

**1 Company details**

Company number 08929898

Company name in full Jamia Properties Limited

**2 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 04/07/2014

**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 JONATHAN COLES

Name VICTORIA COLES

Name FREDERICK OWEN TRICKETT

Name MARION ELIZABETH TRICKETT

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

MR01

Particulars of a charge

4

Description

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

Continuation page

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

Description

The Coach and Horses  
Llangynidr  
Crickhowell  
Powys  
NP8 1LS

5

Fixed charge or fixed security

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

☒ 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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

☐

<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 *J. Cohn* X

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

# MR01

## 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

Company name

Patchell Davies

Address

183 High Street

Blackwood

Post town

County/Region

Postcode

N

P

1

2

1

Z

F

Country

DX

DX 55452 BLACKWOOD 1

Telephone

01495 227128



### 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)



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

Company number: 8929898

Charge code: 0892 9898 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th July 2014 and created by JAMIA PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2014.

Given, at Companies House, Cardiff on 15th July 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dx

DATED

4th July

2014

BETWEEN:

JAMIA PROPERTIES LIMITED

(1)

AND

JONATHAN COLES and VICTORIA COLES

And

FREDERICK OWEN TRICKETT and MARION ELIZABETH TRICKETT

(2)

## DEBENTURE

Relating to

The Coach and Horses Llangynidr Crickhowell  
In the County of Powys NP8 1LS

We hereby certify this to be a true copy of the  
original examined at our offices this 4th  
day of July 2014

Signed Patchell Davies  
Patchell Davies Solicitors  
183 High Street Blackwood NP12 1ZF  
DX 55452 BLACKWOOD 1

Messrs Patchell Davies Solicitors  
Solicitors  
183 High Street Blackwood NP2 1ZF

501289/163798/13/HP/AJ

THIS DEBENTURE is made the 4th , day of July Two Thousand and Fourteen  
BETWEEN JAMIA PROPERTIES LIMITED whose registered office is situate at Peter D  
Lewis 4 Bonvilston Road Pontypridd Rhondda Cynon Taff CF37 4RD (hereinafter called "the  
Company") of the one part and JONATHAN COLES and VICTORIA COLES both of Tyle  
Barn Duffryn Crawnnon Road Llangynidr Crickhowell Powys NP8 1NU and FREDERICK  
OWEN TRICKETT and MARION ELIZABETH TRICKETT both of Glan Teifi Quarry  
Road Merthyr Tydfil CF47 8PS (hereinafter called "the Lender") of the other part

WITNESSETH as follows -

- 1 The Company will pay to the Lender on demand all money and liabilities whether certain or contingent (including further advances made hereinafter by the Lender and secured directly or indirectly by this Debenture) which now are or at any time hereafter may be due owing or incurred by the Company to the Lender anywhere or for which the Company may be or become liable to the Lender in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principle or surety) together with interest (only if and when so demanded at the entire discretion of the Lender) to date of payment at a rate of Four per centum per annum above HSBC Bank Plc base lending rate for the time being in force and other costs charges and expenses incurred by the Lender in relation to this Debenture or in enforcing the security hereby created on a full unqualified indemnity basis
- 2 The Company will pay interest at the rate aforesaid on the money so due (whether before or after any judgement which may be recovered therefor) monthly on the twenty eighth day of each month and such interest shall be compounded with rests on the said days in each year in the event of interest not being punctually paid on the said due date for payment of such interest

- 3 (a) The Company as Beneficial Owner hereby mortgages and charges with the payment of all money and liabilities and other sums hereby agreed to be paid or intended to be hereby secured (including any expenses and charges arising out of or in connection with the acts or matters referred to in Clause 7 hereof) and so that the mortgages and charges hereby created shall be a continuing security -

**FIRST** The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to any generality of the foregoing) the properties (if any) specified in the Schedule hereto and all buildings and fixtures (including trade fixtures) fixed plant machinery from time to time on any such property and all vendor's liens mortgages charges options agreements and rights titles and interests (whether legal or equitable) in or over land of whatever description both present and future

**SECONDLY** All book debts both present and future due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges reservation of proprietary rights of tracing and unpaid vendors liens and similar and associated rights

**THIRDLY** All other monetary debts and claims (including without limitation deposits and credit balances held by third parties from time to time) both present and future (including things in action which give rise or may give rise to a debt or debts) due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are Secondly described aforesaid and all copyrights patents trademarks inventories design rights know how and other intellectual property rights and benefit of any pending applications for the same and all benefits deriving therefrom including



but not limited to royalties fees profits sharing agreements and income arising therefore now or at any time hereafter belonging to the Company

**FOURTHLY** (i) All stocks shares and other interests including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and from) any company which now is or may hereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985 or any statutory modification or re-enactment thereof) of the Company, and

(ii) All rights in respect of or incidental to the Charged Property described First Secondly and Thirdly above and hereby Fourthly charged being hereinafter called "the Securities"), and

(iii) All stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the Securities including all dividends interest and other income payable in connection therewith (all of which Charged Property (i) to (iii) hereby Fourthly charged are hereinafter called "Interests in Securities")

**FIFTHLY** The goodwill and the uncalled capital of the Company both present and future

**SIXTHLY:** The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and

the Charged Property First Secondly Thirdly Fourthly and Fifthly described (if and in so far as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges)

The charges hereby created shall as regards the Charged Property First Fourthly and Fifthly described be fixed Second charges (and as regards all those parts of the Charged Property First described now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as regards all Charged Property Secondly and Thirdly described shall constitute second fixed mortgages by assignment subject to re-assignment on redemption and as to the Charged Property Sixthly described shall be a floating charge

In this Debenture the expression "Charged Property" means the undertaking assets, properties revenues, rights and benefits First, Secondly, Thirdly, Fourthly, Fifthly and Sixthly described, and reference to the Charged Property includes references to any part of it

- (b) The Company shall not without the consent in writing of the Lender
  - (i) sell assign discount factor charge or otherwise dispose of the Charged Property Secondly or Thirdly described or any part thereof save in accordance with clause 9(d) hereof or deal with the same in any way otherwise than in accordance with the said sub-clause
  - (ii) create or allow to subsist any specific or other mortgage debenture or charge or lien (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property ranking either in priority to or pari passu with any charge hereby created
  - (iii) transfer sell or otherwise dispose of the whole or any material part of the Charged Property Sixthly described except by way of sale at full value in the usual course of trading as transacted at the date hereof

4. (a) The Company will at any time and when required by the Lender execute to the Lender or as the Lender shall direct such further legal or other assignments mortgages securities or charges as the Lender requires of and on all Charged Property to secure all money and liabilities and other sums hereby agreed to be paid or intended to be hereby secured such assignments mortgages securities or charges to be prepared by or on behalf of the Lender at the cost of the Company and to contain all such clauses for the benefit of the Lender as the Lender may reasonable require The Company will at any time if and when required by the Lender give notice to such parties as the Lender may require of any such further legal or other assignments mortgages securities or charges and will take such steps as the Lender may require to perfect any of the same

(b) Without prejudice to the security hereby constituted the Lender may at any time (either before or after demand has been made by the Lender for payment of the moneys hereby secured) by notice in writing to the Company convert the floating charge created by clause 3(a) hereof over the Charged Property Sixthly described with immediate effect into a fixed charge as regards any of the Charged Property Sixthly described specified in the notice which the Lender shall consider to be in danger of being seized or sold under form of distress, execution, diligence or other process levied or threatened or which may be or become a jeopardy or which have been made or may become the subject of an injunction or otherwise attached

5 At any time after the Lender shall have demanded payment of any money or liabilities or other sums hereby secured the Lender may exercise in respect of any of the Charged Property the power of sale conferred upon mortgagees by Section 101 of the Law of Property Act 1925 without the restriction imposed by Section 103 of that Act and the statutory powers

of leasing conferred on the Lender shall be extended so as to authorise the Lender to lease and make arrangements for the leases at a premium or otherwise and accept surrenders of leases and grant options as the Lender shall think expedient and without the need to observe any of the provisions of Sections 99 and 100 of the said Act

6 (a) At any time after the Lender shall have demanded payment of any money or liabilities or other sums hereby secured or at any time after the directors of the Company shall have requested it so to do the Lender may by writing under hand appoint any person or persons to be a Receiver or Receivers of the Charged Property and to the extent permitted by law remove any Receiver or Receivers so appointed and appoint another or others in his her or their place and a Receiver or Receivers so appointed shall have power in the name of or on behalf and at the cost of the Company or at his her or their option (but only with the specific approval in writing of the Lender) in the name of the Lender or at his her or their option in his or their own name(s) (and in any case notwithstanding any liquidation of the Company) to do or omit to do anything which the Company could do or omit to do in relation to the Charged Property and in particular (but without prejudice to the generality of the foregoing) any such Receiver or Receivers may -

- (i) take possession of collect and get in any of the Charged Property and for that purpose take any proceedings in the name of the Company or otherwise as may seem expedient
- (ii) carry on manage or concur in carrying on and managing the business of the Company or any part thereof and for any of those purposes raise or borrow any money (including money for the completion with or without modification of any building in the course of construction and any

development or project in which the Company was engaged) from or incur any other liability with the Lender or any other person and on such terms as to interest or otherwise and with or without security as the Receiver or Receivers may think expedient and so that any such security may be or include a charge on the Charged Property

- (iii) Forthwith and without the restriction imposed by Section 103 of the Law of Property Act 1925 sell realize dispose of or concur in selling realizing or disposing of (but where necessary with the leave of the Court) and without the need to observe any of the provisions of Section 99 and 100 of the said Act let or concur in letting and surrender or concur in surrendering and accept surrenders of leases and tenancies of all or any of the Charged Property and carry any such sale letting or surrender into effect by conveying transferring assigning leasing letting surrendering or accepting surrenders in the name and on behalf of the Company (or other the estate owner) and so that covenants and contractual obligations may be granted in the name of and so as to bind the Company (or other the estate owner) so far as the Receiver or Receivers may consider it necessary appropriate or expedient for the exercise of the powers conferred by this Debenture so to do Any such sale realization disposal or lease may be for cash debentures or other obligations shares stock or other valuable consideration and may be payable in a lump sum or by installments spread over such period as the Receiver or Receivers shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all money and liabilities and other sums secured hereby Plant machinery and

other fixtures may be severed and sold separately from the premises containing them without the consent of the Company being obtained thereto

- (iv) promote the formation of a subsidiary company or subsidiary companies of the Company with a view to such subsidiary company or companies purchasing leasing licensing or otherwise acquiring interests in all or any of the assets of the company or for engaging employees and providing management or services or purchasing or selling agencies or distributors or for any other purpose or function which may be regarded as necessary or appropriate by such Receiver or Receivers from time to time
- (v) arrange for such subsidiary or subsidiaries to trade or cease to trade as the Receiver or Receivers may think fit from time to time
- (vi) arrange for such purchase lease license or acquisition of all or any of the assets of the Company by any such subsidiary or subsidiaries on a basis whereby the consideration may be for cash shares debentures loan stock convertible loan stock or other securities shares or profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise howsoever and whether or not secured on the assets of the subsidiary or subsidiaries and whether or not such consideration is payable or receivable in a lump sum or at any one time or a number of times or by installments spread over such period as the Receiver or Receivers may think fit
- (vii) make any arrangement or compromise which he or they shall think expedient
- (viii) make and effect all repairs renewals and any improvements of the Company's plant machinery and effects and maintain or renew all insurances

- (ix) appoint managers agents officers servants and workmen for any of the  
aforesaid purposes at such salaries and for such periods as he or they may  
determine
- (x) cause the Company to grant such powers of attorney or appoint agents as he  
or they may from time to time think expedient
- (xi) do all such other acts and things as may from time to time be considered by  
such Receiver or Receivers to be incidental or conducive to any of the  
matters or powers aforesaid or otherwise incidental or conducive to the  
realisation of the Lender's security or the exercise of his or their functions as  
Receiver or Receivers
- (b) All money received by such Receiver or Receivers shall be applied first in  
payment of his or their remuneration and the costs of realization including all  
costs and expenses of or incidental to any exercise of any power hereby conferred  
secondly in providing for the matters specified in the first three paragraphs of  
sub-section 8 of Section 109 of the Law of Property Act 1925 thirdly in or towards  
the payment of any debts or other imposts which are by statute made payable in  
preference to the moneys hereby secured to the extent to which such debts or  
imposts are made so payable and fourthly (when so required) in or towards  
satisfaction of the money and liabilities and other sums hereby secured and all the  
foregoing provisions shall take effect as and by way of variation and extension of  
the provisions of Section 99 to 109 inclusive of the said Act which provisions so  
varied and extended shall be regarded as incorporated herein
- (c) Any Receiver or Receivers so appointed shall at all times and for all purposes be  
deemed to be the Agent or Agents of the Company and the Company shall be

solely responsible for his or their acts or defaults and for his her or the remuneration

- (d) Any such Receiver or Receivers shall be entitled to remuneration for his her or their services and the services of his or their firm(s) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver or Receivers in accordance with the current practice of the Receiver or Receivers or his firm or their firm(s) and without being limited by the maximum rate specified in Section 109 of the Law of Property Act 1925
- (e) Provided that only money actually paid by the Receiver or Receivers to the Lender shall be capable of being applied by the Lender in or towards satisfaction of any money or liabilities or other sums hereby secured and so that the Lender may in his absolute discretion at all times pending the payment to the Lender of the whole of the money and liabilities and other sums hereby secured place and keep to the credit of a separate or suspense account any money received by the Lender by virtue of this Debenture for so long and in such manner as the Lender may determine without any obligation to apply the same or any part thereof in or towards the discharge of any money or liabilities or other sums hereby secured

7 During the continuance of this security the statutory powers and any other powers of leasing letting entering into agreement for leases or lettings and accepting or agreeing to accept surrenders of leases shall not in relation to any freehold or leasehold property now or at any time hereafter acquired by or belonging to the Company or any part thereof be exercisable by the Company nor shall the Company part with possession of the same or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy the same or any part thereof nor grant any licence or permission to assign underlet or



part with possession of the same or any part thereof without in any such case obtaining the consent of the Lender signified in writing

8 During the continuance of this security the Company shall -

- (a) furnish the Lender with an annual Balance Sheet and Profit and Loss Account and Trading Account showing the true position of the Company's affairs in every year certified by the Accountant approved by the Lender and also from time to time such other information in respect of the assets and liabilities of the Company as the Lender may reasonable require
- (b) maintain at all times the aggregate value of the Company's good book debts and cash in hand as appearing in the Company's books and investments quoted on any recognised Stock Exchange and its marketable stock-in-trade (taken at cost or market price whichever may be the lower according to the best estimate that can be formed without it being necessary to take stock for the purpose) at a sum equal to the money and liabilities and other sums from time to time owing or incurred to the Lender and any other prior chargee plus a margin of twenty per cent (20%) or such other margin as may from time to time be mutually agreed and on such dates in every year as may from time to time be agreed with the Lender the Company shall obtain from the Managing Director of the Company for the time being or if there shall be no Managing Director then from one of the Directors of the Company and furnish to the Lender a certificate showing the said aggregate value together with details of any amounts payable by the Company and outstanding under which Sections 175 and 386 of the Insolvency Act 1986 or under any other statute would in the event of liquidation of the Company constitute preferential payments For the purpose of this sub-clause there shall be disregarded

- (i) any stock-in-trade the property in which remains in the seller notwithstanding that the Company may have agreed to purchase the same and notwithstanding that the same be in the possession order or disposition of the Company and
  - (ii) any book debts or cash in hand deriving from any such stock-in-trade as is referred to in paragraph (i) of this sub-clause
- (c) Keep all buildings and fixtures hereby charged in a good state of repair and all plant and machinery in good working order and condition and insure and keep insured all its property and effects of every description in an office or offices or with other insurers to be approved by the Lender against loss or damage by fire and such other contingencies and risks as may be required by the Lender in their full reinstatement value for the time being in the joint names of the Company and the Lender or with the interest of the Lender endorsed on the policy or policies or noted as the Lender may require and will (unless deposited with a prior mortgagee at the date hereof or unless the insurance to which such policy or policies relate and which was approved by the Lender was effected by a landlord with the respective interests of the Lender and the Company endorsed or noted thereon) deposit with the Lender such policies as may be required by the Lender and will duly pay all premiums and sums payable for this purpose and produce the receipts therefor to the Lender within seven days of their becoming due and payable. If default shall at any time be made by the Company in keeping its buildings and fixtures and plant and machinery or any part thereof in a good state of repair and in good working order or in effecting or keeping up any such insurance or in producing to the Lender any such policy or receipt it shall be lawful for but not obligatory on the Lender to repair and

maintain the same with power to enter any of the Company's property for that purpose or as the case may require to effect or renew any such insurance as aforesaid as the Lender shall think fit and any sum or sums so expended by the Lender shall be repayable by the Company to the Lender on demand together with interest as provided in Clause 1 from the date of payment by the Lender as aforesaid All money which may at any time be received or receivable under any such insurance or any other insurance covering any of the property and effects of the Company against such risks as aforesaid shall be held in trust for the Lender and (at the Lender's option) shall either be paid to the Lender or shall be applied in replacing restoring or reinstating the property destroyed or damaged

- (d) pay into its account or accounts with the Lender all moneys which it may receive in respect of the book and other debts and claims mortgaged (by way of assignment) or charged by it or in respect of the Interests in securities
- (e) Indemnify the Lender and as a separate covenant any Receiver or Receivers appointed by the Lender against all existing and future rents taxes duties charges assessments impositions and outgoings whatever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) now or at any time during the continuance of this security payable in respect of the premises hereby charged or any part thereof by the owner or occupier thereof If any such sums shall be paid by the Lender or any such Receiver or Receivers the same shall be repaid by the Company on demand with interest as provided in Clause 1 from the time or respective times of the same having been paid or incurred by the Lender or such Receiver or Receivers as the case may be

- (f) not (except with the prior consent in writing of the Lender and then only on such terms and conditions as the Lender may specify) remove from its freehold or leasehold or heritable property any of the fixtures fixed plant and machinery for the time being thereon

9 The Company hereby irrevocably appoints the Lender and the persons deriving title under the Lender and the Lender's substitutes and any Receiver or Receivers appointed under the foregoing provisions hereof to be the Attorney for it and in its name and on its behalf and as its act and deed or otherwise to make any alterations or addition to deletion in or to any documents which the Lender may require for perfecting its title or for vesting any of the Charged Property in the Lender or the Lender's nominees or any purchaser and to redeliver the same thereafter and otherwise generally to create issue sign seal and deliver and perfect any such legal or other mortgage charge security or assignment as aforesaid or (without executing any such mortgage charge security or assignment) any deed assurance document or act which may be required or may be deemed proper by the Receiver or Receivers (whether in favour of the Lender or any other persons and whether for the purpose of exercising any power conferred by Clause 5, 6 or 7 or otherwise) on or in connection with any sale lease disposition realisation or getting in by the Lender or by any such Receiver or Receivers as aforesaid of the said property or any parts thereof of any other property or assets of the Company under any power applicable thereto or in connection with any other exercise of any power hereunder Without prejudice to the generality of the foregoing the Company hereby covenants with the Lender and separately with any such Receiver or Receivers as aforesaid that if required so to do they will ratify and confirm (i) all transactions entered into by him her or them or by the Company on his her or their instance in the exercise or purported exercise of his her or their powers and (ii) all transactions entered into by him her or them in signing sealing delivering and otherwise perfecting any assignment mortgage charge security deed

assurance or act as aforesaid and the Company irrevocably acknowledges and agrees that the said power of attorney is (inter alia) given to him her or them to secure the performance of these obligations owed to him her or them by the Company

10. The Lender shall have in addition to any general lien or similar right (if any) to which the Lender may be entitled by law the right at any time or times and without notice to the Company (as well before as after any demand hereunder or otherwise) to combine or consolidate all or any of the then existing loans with and liabilities to the Lender of the Company and/or set off or transfer any sum or sums standing to the credit of any one or more of such loans in or towards satisfaction of any of the liabilities of the Company to the Lender on any other account or in any other respect whether such liabilities be actual contingent primary collateral several or joint

11 Any notice or demand by the Lender hereunder shall be deemed to have been sufficiently given if sent by prepaid first class letter post to the address stated herein or the address last known to the Lender and shall be deemed to have been served upon the addressee at 10 00 a m the next succeeding day (or if the next succeeding day be a Sunday or any other day upon which no delivery of letters is made at 10 00 a m the next succeeding day on which a delivery of post is made) and in any other case shall be deemed to have been served on the addressee upon expiry of forty-eight hours from the time of posting of the same and the aforesaid shall in the service of legal proceedings be deemed to constitute good service

12 The expression "the Lender" hereinbefore used shall include the Lender's assigns whether immediate or derivative and as appropriate the masculine include the feminine and neuter gender and the words importing the singular includes the plural and vice versa and as appropriate rights and liabilities shall be joint and several Any appointment or removal under Clause 6 hereof or consents hereunder may be made or given by writing signed or sealed by

any such assigns and the Company hereby irrevocably appoints each of such assigns to be its Attorney in the terms and for the purpose in Clause 9 hereinbefore set forth

- 13 (a) The security hereby created is in addition to any other security or securities which the Lender may now or from time to time hold or take from the Company
- (b) the restriction on the right of consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 shall not apply to this Debenture or any further or other security entered into pursuant to this Debenture
- 14 (a) Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security or any contractual or other right which the Lender may at any time have for any money or liabilities or other sums due owing or incurred by the Company to the Lender or any right or remedy of the Lender thereunder and any receipt release or discharge of the security provided by or of any liability arising under this deed shall not release or discharge the Company from any liability to the Lender for the same or any other moneys which may exist independently of this deed
- (b) Where the security hereby given to the Lender initially takes effect as a collateral or further security then notwithstanding any receipt release or discharge endorsed on or given in respect of or under the principal security to which this deed operated as collateral on further security the security hereby provided shall in respect of any money or liabilities or other sums which were originally intended to be secured be an independent security for any such money or liabilities or other sums

Words importing one gender include all other genders and words importing the singular include the plural and vice versa

16. Each of the provisions in this deed shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

IN WITNESS whereof the Company has hereunto affixed its Common Seal the day and year first before written

#### THE SCHEDULE

(Registered Land)

Premises at The Coach and Horses Llangynidr Crickhowell in the County of Powys NP8 1LS as registered at H M Land Registry under Title Number WA547266

Signed as a deed by the said

**JAMIA PROPERTIES LIMITED**

Acting by its duly Authorised Officers



**JONATHAN COLES - Director**



**VICTORIA COLES - Director**