



Registration of a Charge

Company Name: **CAPITAL KUDOS LIMITED**

Company Number: **10484273**



Received for filing in Electronic Format on the: **23/12/2022**

XBJHO6GZ

Details of Charge

Date of creation: **23/12/2022**

Charge code: **1048 4273 0001**

Persons entitled: **AVAMORE CAPITAL BRIDGING LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS LYING TO THE SOUTH OF WYKEN WAY AND 58 WYKEN WAY, COVENTRY CV2 3HG REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER WK19135 AND WM527201**

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

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: **UNDERWOOD SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10484273

Charge code: 1048 4273 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2022 and created by CAPITAL KUDOS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2022 .

Given at Companies House, Cardiff on 3rd January 2023

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



Companies House



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

DEBENTURE

This Debenture is made on 23 December 2022 between the Chargor(s) and the Lender

Lender:	AVAMORE CAPITAL BRIDGING LIMITED (a company incorporated in England and Wales with company registration number 10644208) whose registered office is at 32 Clarence Street, Southend-On-Sea, England, SS1 1BD
Chargor(s):	CAPITAL KUDOS LIMITED (Company No 10484273) whose registered office is at Solar House, 282 Chase Road, London, United Kingdom, N14 6NZ (as Borrower under the Facility Agreement)
Property:	All that freehold property known as property known as Land and buildings lying to the South of Wyken Way and 58 Wyken Way, Coventry, CV2 3HG registered at the Land Registry with title number WK19135 and WM527201
Facility Agreement	The Facility Agreement comprising the Key Terms and the Conditions and made between, amongst others, the Lender and the Borrower dated on or before the date hereof and as the same may be amended, supplemented, novated and/or restated from time to time
Conditions	Loan Terms and Conditions (Development) 2022 (as the same may be amended, supplemented, novated and/or restated from time to time)

1. The Chargor(s) acknowledges receipt of the Loan and as continuing security for the payment and discharge of the Secured Liabilities:

- a. with full title guarantee charges by way of a first legal mortgage, all estates or interests in any freehold, leasehold or commonhold property now owned by it, including any Property charged under this Debenture or a Legal Charge.
 - b. by way of a first fixed charge charges:
 - i. all present and future estates or interests of the Chargor in, or over, any Property (other than any such property effectively mortgaged under clause 1.a above);
 - ii. all Related Rights;
 - iii. all its present and future goodwill;
 - iv. all its uncalled capital;
 - v. any material plant, machinery or equipment it owns;
 - vi. all of the Intellectual Property;
 - vii. all of the Debts;
 - viii. all of the Investments;
 - ix. all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, together with all other rights and benefits accruing to or arising in connection with each account;
 - x. all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 1.c.i; and
 - xi. all its rights in respect of any Material Contract and all other agreements, instruments and rights relating to the assets secured under this Debenture, to the extent not effectively assigned under clause 1.c.ii.
 - xii. all its rights in respect of each Development Document (other than any Collateral Warranty granted in favour of the Lender)
 - xiii. all its rights under any collateral warranty given by any trade or building sub-contractor, any consultant, or any other adviser in favour of the Chargor, or of which the Chargor has the benefit, in relation to the Development
 - c. with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:
 - i. all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and
 - ii. the benefit of any Material Contract or agreement entered into by the Chargor and the benefit of all other agreements, instruments and rights relating to the assets secured under this Debenture.
 - d. with full title guarantee charges to the Lender, by way of first floating charge, all its undertaking, property, assets and rights not otherwise effectively mortgaged, charged or assigned under clause 1.a to clause 1.c above.
2. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph 1.d of this Debenture.
 3. The security constituted by this Debenture shall become immediately enforceable if an Event of Default occurs. The Lender may, without notice to the Chargor, appoint any one or more persons to be an Administrator of the Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Debenture becomes enforceable.
 4. The Chargor agrees that this Debenture is capable of securing further advances and new advances pursuant to the Facility Agreement or otherwise. The Lender is, however, under no obligation to make any further or new advances.
 5. The Chargor will apply to the Chief Land Registrar for the following restriction to be entered in the proprietorship register of any registered land forming part of each 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 a written consent signed by the proprietor for the time being of the charge dated [] in favour of Avamore Capital Bridging Limited referred to in the charges register".
 6. The Chargor:
 - a. agrees that the Conditions (including all defined terms) are incorporated into and form part of this Debenture and acknowledges receipt of a copy of the Conditions and Key Terms comprising the Facility Agreement and confirms that they have read and approved these documents prior to signing; and
 - b. agrees that this Debenture may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

Chargor

**Executed and Delivered
as a DEED by
a duly authorised director
for and on behalf of
CAPITAL KUDOS LIMITED**

in the presence of:

Witness
Signature

Name

Address

Occupation





