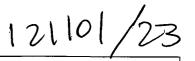
In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01 Particulars of a charge





	Go online to file this information www.gov.uk/companieshouse A fee is be payable with Please see 'How to pay' on	HI TOOK TELE ONES HISTORIE TO BE HIS HOUR HOUSE
•	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 register a charge where the instrument. Use form MR0	*AA6CSE21* 10/06/2021 #110 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.	ئر <u> </u>
	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	For official use
Company number	08396600	→ Filling in this form
Company name in full	LIVINGSTON HOMES LTD	 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 0 <td></td>	
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	THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE	-
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.	
	- ··	

	MR01 Particulars of a charge		
1	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.	Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some	
Brief description .	Freehold property being land on the north-west side of Radnor Park Road Folkestone and registered at the Land Registry under title number TT109819	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	<u>, </u>	
_	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	<u> </u>	
	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		
1	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 •	1	
_	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.	This statement may be filed after the registration of the charge (use form MR06).	
9	Signature	<u>. </u>	
	Please sign the form here.		
iignature	X No. 5. Mala		
	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	Nicola Murton		
Company name	District Council of Folkestone and		
Hythe			
Address	Castle Hill Avenue		
Post town	Folkestone		
County/Region	Kent		
Postcode	C T 2 0 2 Q Y		
Country	UK		
DX			

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

LIVINGSTON HOMES LTD

and

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

LEGAL MORTGAGE OVER PROPERTY FROM A COMPANY SECURING SPECIFIC MONIES (OWN LIABILITIES)

We hereby certify this is a true and complete copy of the original

MARRIOTT HARRISON LLP

11 Staple Inn

- hart flower Dated -



THIS DEED IS MADE ON THE

) by DAY

DAY OF June

2021

BETWEEN

- (1) **LIVINGSTON HOMES LTD** incorporated and registered in England and Wales with company number 08396600 whose registered office is at 11 Meadowbrook, Sandgate, Folkestone CT20 3NY (the "Seller"); and
- (2) THE DISTRICT COUNCIL of FOLKESTONE AND HYTHE of Civic Centre, Castle Hill Avenue, Folkestone, CT20 2QY (the "Buyer").

RECITALS

- (A) The Seller and the Buyer have entered into the Agreement pursuant to which the Buyer has provided the Deposit.
- (B) The Seller owns the Property.
- (C) Under this deed, the Seller provides security to the Buyer for repayment of the Deposit if required under the terms of the Agreement.

IT IS HEREBY AGREED

1. **Definitions and interpretation**

1.1 <u>Definitions</u>

Terms defined in the Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

"Agreement"

means the contract for sale of even date herewith for the sale and purchase of the Property made between (1) the Seller and (2) the Buyer

"Event of Default"

means:

- (a) the Seller does not pay the Secured Liabilities when due; or
- (b) any event described in clause 5.3 of the Agreement occurs in relation to the Seller.

"LPA 1925"

means the Law of Property Act 1925.

"Permitted

means the charge over the Property dated 28 February

Security"

2020 in favour of Kent County Council.

"Property"

means the freehold property described in Schedule 1.

"Receiver"

means a receiver or receiver and manager appointed by the Buyer under dause 7 of this deed.

"Secured Liabilities" means all present and future obligations and liabilities of the Seller to the Buyer to repay to the Seller the Deposit under clause 22 of the Agreement, together with all interest (including without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

"Security"

means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

1.2 Interpretation

In this deed:

- 1.2.1 clause and Schedule headings shall not affect the interpretation of this deed;
- 1.2.2 a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

- 1.2.8 a reference to writing or written includes fax but not email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to this deed (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a dause or Schedule is to a clause of, or Schedule to, this deed;
- 1.2.12 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly); and
- 1.2.14 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it.

1.3 Nature of Security over Real Property

A reference in this deed to a charge or mortgage of or over the Property includes:

- 1.3.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;
- 1.3.2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- 1.3.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Seller in respect of the Property, and any monies paid or payable in respect of those covenants; and
- 1.3.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.4 Schedule

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2. Covenant to pay

The Seller shall, on demand, pay to the Buyer and discharge the Secured Liabilities if the same shall become due to the Buyer pursuant to the provisions of the Agreement.

3. Grant of security

3.1 Legal mortgage

- 3.1.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Seller with full title guarantee charges to the Buyer by way of a legal mortgage, the Property.
- 3.1.2 Any amount of the Secured Liabilities not paid when due shall bear interest at the Contract Rate as the same is defined in the Agreement.

3.2 Registration of legal mortgage at the Land Registry

The Seller consents to an application being made by the Buyer to the Land Registrar for the following restriction in Form P to be registered against its 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 a written consent signed by the proprietor for the time being of the charge dated to in the charges register or their conveyancer."

4. Covenants

The Seller shall not at any time without the Buyer's written consent which shall not be unreasonably withheld:-

- 4.1.1 (save for the Permitted Security) create, purport to create or permit to subsist any Security on, or in relation to, the Property, other than any Security created by this deed;
- 4.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Property, other than in accordance with the Agreement; or
- 4.1.3 create or grant (or purport to create or grant) any interest in the Property in favour of a third party, other than in accordance with the Agreement.
- 4.2 The Seller shall not do, or permit to be done, any act or thing (otherwise than as shall be permitted under the Agreement) that would or might depreciate, jeopardise or otherwise prejudice the security held by the Buyer or materially

diminish the value of the Property or the effectiveness of the security created by this deed.

4.3 The Seller shall insure and keep insured the Property against risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Seller at the Property.

5. When Security Becomes Enforceable

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

6. Enforcement of Security

- 6.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- 6.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 5.
- 6.3 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.
- 6.4 The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Buyer and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Seller, to:
 - 6.4.1 grant a lease or agreement for lease;
 - 6.4.2 accept surrenders of leases; or
 - 6.4.3 grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Seller, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender), as the Buyer or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

- 6.5 No purchaser, mortgagee or other person dealing with the Buyer or any Receiver shall be concerned to enquire:
 - 6.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

- 6.5.2 whether any power the Buyer or a Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- 6.5.3 how any money paid to the Buyer or any Receiver is to be applied.
- 6.6 Neither the Buyer nor any Receiver shall be liable, by reason of entering into possession of the Property or for any other reason, to account as mortgagee in possession in respect of the Property, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

7. Receivers

- 7.1 At any time after the security constituted by this deed has become enforceable, the Buyer may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Property.
- 7.2 The Buyer may, without further notice, from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.
- 7.3 The Buyer may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.
- 7.4 The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Buyer under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.
- 7.5 The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Buyer despite any prior appointment in respect of all or any part of the Property.
- 7.6 Any Receiver appointed by the Buyer under this deed shall be the agent of the Seller and the Seller shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Seller goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Buyer.

8. Powers of Receiver

8.1 Any Receiver appointed by the Buyer under this deed shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out in schedule 2 of this deed.

- 8.2 A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether he/she is an administrative receiver or not.
- 8.3 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- 8.4 Any exercise by a Receiver of any of the powers given by schedule 2 may be on behalf of the Seller, the directors of the Seller or himself/herself.

9. Order of Application of Proceeds

All monies received or recovered by the Buyer or a Receiver under this deed or in connection with the realisation or enforcement of all or part of the security constituted by this deed shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Buyer's right to recover any shortfall from the Seller):

- 9.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Buyer (and any Receiver, attorney or agent appointed by it) under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this deed;
- 9.1.2 in or towards payment of the Secured Liabilities; and
- 9.1.3 in payment of the surplus (if any) to the Seller or other person entitled to it.

10. <u>Costs</u>

The Seller shall, promptly on demand, pay to, or reimburse, the Buyer and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind incurred by the Buyer or any Receiver in connection with:

- 10.1.1 enforcing (or attempting to do so) any of the Buyer's or a Receiver's rights under this Deed; or
- 10.1.2 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Seller) at the Contract Rate.

11. Power of Attorney

- By way of security, the Seller irrevocably appoints the Buyer and every Receiver separately to be the attorney of the Seller and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:
 - 11.1.1 the Seller is required to execute and do under this deed and has not done; or
 - 11.1.2 any attorney deems proper in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Buyer or any Receiver.
- 11.2 The Seller ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 11.1.

12. <u>Severance</u>

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

13. Counterparts

This deed 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.

14. Notices

Any notice or other communication given to a party under or in connection with this deed shall be given in accordance with clause 25 of the Agreement.

15. Governing Law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual

disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

In witness whereof_this document has been executed and delivered as a deed on the date first stated above.

Schedule 1 Property

The Freehold Property being Land on the North-west side of Radnor Park Road, Folkestone registered at the Land Registry under Title Number TT109819.

Schedule 2 Powers of Receiver

- 1.1 A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.
- 1.2 A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms, and subject to any conditions, that he/she thinks fit.

1.3

- 1.3.1 A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he/she thinks fit.
- 1.3.2 A Receiver may discharge any such person or any such person appointed by the
- 1.4 A Receiver may make, exercise or revoke any VAT option to tax as he/she thinks fit.
- 1.5 A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him/her) that the Buyer may prescribe or agree with him/her.
- 1.6 A Receiver may take immediate possession of, get in and realise the Property.
- 1.7 A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Seller carried out at the Property.
- 1.8 A Receiver may grant options and licences over all or any part of the Property, grant any other interest or right over, sell, exchange, assign or lease (or concur in granting options and licences over all or any part of the Property, granting any other interest or right over, selling, exchanging, assigning or leasing) all or any of the Property in respect of which he/she is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he/she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Property to be disposed of by him/her.
- 1.9 A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Seller.
- 1.10 A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising the Property.
- 1.11 A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Seller or relating in any way to the Property.
- 1.12 A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to the Property as he/she thinks fit.
- 1.13 A Receiver may, if he/she thinks fit, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Seller under this deed.

- 1.14 A Receiver may, for whatever purpose he/she thinks fit, raise and borrow money either unsecured or on the security of all or any of the Property in respect of which he/she is appointed on any terms that he/she thinks fit (including, if the Buyer consents, terms under which that security ranks in priority to this deed).
- 1.15 A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Seller, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.
- 1.16 A Receiver may delegate his/her powers in accordance with this deed.
- 1.17 A Receiver may, in relation to the Property, exercise all powers, authorisations and rights he/she would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Property.
- 1.18 A Receiver may do any other acts and things that he/she:
 - 1.18.1 may consider desirable or necessary for realising the Property;
 - 1.18.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
 - 1.18.3 lawfully may or can do as agent for the Seller.

HOMES LTD acting by	ales
a director, in the presence of:	Director
NAME: SWAMN ATMRY ADDRESS: 2 SURKENDEN ROAD, COMMO OCCUPATION OF WITNESS: RETIRLD	SJONE, KENT CT19 404
THE COMMON SEAL of THE DISTRICT)
COUNCIL OF FOLKESTONE AND HYTHE)
was hereunto affixed in the presence of: -)

Authorised Signatory



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8396600

Charge code: 0839 660 0 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2021 and created by LIVINGSTON HOMES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th June 2021.

Given at Companies House, Cardiff on 18th June 2021



