

MR01

Particulars of a charge

180064/13



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

You can use the WebFiling service
Please go to 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**
You may not use this form to
register a charge where
instrument Use form MF01

TUESDAY



A08 *A2F575N4* #99
20/08/2013
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

1 Company details

Company number 01505036

Company name in full T J Morris Limited

27 For official use

→ **Filling 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 d1 d4 m0 m8 y2 y0 y1 y3

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 Commercial Development Projects 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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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 freehold property known as land at Bangor Road Caernarfon being the whole of the land shown hatched green on the plan attached to the charge

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

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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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Addleshaw Goddard LLP

X

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

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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 HETHPJ/4618-1846

Company name Addleshaw Goddard LLP

Address Sovereign House

Sovereign Street

Post town Leeds

County/Region

Postcode L S 1 1 H Q

Country United Kingdom

DX 12004 Leeds

Telephone 0113 209 2000



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1505036

Charge code: 0150 5036 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th August 2013 and created by T. J. MORRIS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2013

Dx

Given at Companies House, Cardiff on 22nd August 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

Addleshaw Goddard LLP

DATE 19 August 2013
ADDLESHAW GODDARD LLP

THIS CHARGE is made on

14 August 2013

BETWEEN:

- (1) TJ Morris Limited (registered number 01505036) whose registered office is at Portal Way Axis Business park Gillmoss Liverpool L11 0JA (the "Buyer"), and
- (2) Commercial Development Projects Limited (registered number 04955515) whose registered office is at Dunswell Road Cottingham East Yorkshire HU16 4JX ("the Seller")

1 DEFINITIONS

1.1 In this Deed

- (a) "the Agreement" means an Agreement dated 30 November 2012 made between (1) the Seller and (2) the Buyer for the sale and purchase of the Property (as amended by a deed of variation dated 4 July 2013 and made between the same parties)
- (b) "the Building Works Price" bears the same meaning as in the Agreement
- (c) "the Date of Practical Completion" bears the same meaning as in the Agreement
- (d) "Due Date" bears the same meaning as in the Agreement
- (e) "Property" means the property described in Schedule 1 hereto
- (f) "Secured Amounts" means:
 - (i) the Building Works Price and
 - (ii) Interest as provided in the Agreement; and
 - (iii) money due under clause 6.4 hereof.

1.2 In this Deed:

- (a) each provision is severable from the others; if any provision is or becomes unenforceable, the enforceability of other provisions is not affected;
- (b) words importing any gender include every gender;
- (c) reference to a statute is a reference to the statute as amended or re-enacted (unless otherwise stated) and include any subordinate legislation and guidance under it,
- (d) person includes any corporation and unincorporated body of persons; and
- (e) headings are for ease of reference only.

2 CHARGE

The Buyer with full title guarantee and to the intent that the security hereby created shall be a continuing security hereby charges the Property by way of fixed equitable charge to the Seller as security for the Secured Amounts.

3 COVENANTS BY THE BUYER

- 3.1 The Buyer hereby covenants with the Seller to pay the Secured Amounts and all other sums covenanted or agreed to be paid under the provisions of the Agreement.
- 3.2 The Buyer further covenants with effect from the Date of Practical Completion.
- (a) keep the Property in good repair and condition;
 - (b) not demolish any buildings on the Property, or do or allow anything that amounts to development (as defined in section 55 of the Town and Country Planning Act 1990), without the Seller's prior written consent (not to be unreasonably withheld or delayed);
 - (c) allow the Seller, and any person nominated by it, to inspect the Property at reasonable times;
 - (d) not grant a lease of the Property or any part of it, or otherwise part with or share possession of it, without the Seller's prior written consent (not to be unreasonably withheld or delayed);
 - (e) insure the Property against material damage and public and property owner's liability as a prudent owner; and
 - (f) not transfer assign or charge the Property other than as a whole and to the same person

4 ENFORCEMENT

It is HEREBY AGREED AND DECLARED between the parties hereto as follows:

- 4.1 Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Charge
- 4.2 At any time 28 days after the Due Date has occurred should the Building Works Price not have been paid in full by the Buyer (save where such non-payment has arisen out of the lawful termination of the Agreement by the Buyer) the Seller may by writing appoint any person or persons to be a receiver of the Property or any part or parts thereof and may similarly remove any receiver and appoint another in his stead and any receiver so appointed shall be the agent of the Buyer and the Buyer shall be solely responsible for his acts and defaults and if the Seller shall appoint more than one person as joint receivers the powers of every such receiver shall be joint and several

The monies and liabilities hereby secured shall be deemed to have become due within the meaning of Section 101 of the Law of Property Act 1925 immediately on the Due Date

5 RECEIVER

- 5.1 At any time after the date provided for in clause 4.2 the Seller and any receiver (hereinafter called the "Receiver") appointed by the Seller may without restriction exercise any of the following powers in addition and without prejudice to any other powers conferred upon the Seller and/or the Receiver under or by virtue of this Charge or by statute or otherwise:
- (a) all the powers conferred from time to time on receivers or administrative receivers by law or statute (including the Law of Property Act 1925) and the Insolvency Act 1986);

- (b) power on behalf and at the cost of the Buyer and whether in the name of the Buyer or otherwise to exercise all the powers and rights of an absolute owner or do or omit to do anything which the Buyer could do or omit to do or could have done or omitted to do in relation to all property and assets charged by this Charge but for any incapacity bankruptcy administration or liquidation including power to sell lease develop and otherwise deal with or dispose of the Property

- 5.2 Any Receiver shall so far as the law allows be deemed to be the agent of the Buyer and his remuneration shall be at such rate and payable in such manner as may be reasonable
- 5.3 Any Receiver shall (so far as the law allows) apply all monies received by him after discharge of all prior ranking claims and all costs charges and expenses of and incidental to his appointment and the payment of his remuneration in or towards the discharge of all monies obligations and liabilities secured by this Charge in such order as the Seller may in its absolute discretion from time to time determine
- 5.4 Any reasonable and proper costs and expenses and liabilities incurred by the Seller or by the Receiver (including any substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers hereby conferred shall be charged upon the Property with interest as aforesaid in addition to the monies hereby secured and if not under the provisions of the charge hereby created owing by the Buyer to the Seller shall be so treated as owing

6 POWER OF ATTORNEY

- 6.1 The Buyer hereby irrevocably appoints the Seller and the persons deriving title under it and the Receiver severally as attorneys of the Buyer to exercise any of the foregoing powers and any other powers conferred by this Charge for and in the name and on behalf of the Buyer in the event of the Seller enforcing its rights under this Charge
- 6.2 The powers contained in clause 5 may be exercised:
- (a) by the Seller either as mortgagee (but without incurring liability as mortgagee in possession) or as attorney of the Buyer for and in the name and on behalf of the Buyer
 - (b) by the Receiver for and in the name or on behalf of the Buyer
 - (c) by any substitute or delegate appointed in writing by the Seller or the Receiver or by any attorney of the Seller or the Receiver or by any substitute or delegate appointed in writing by any such attorney for and in the name and on behalf of the Seller or the Receiver or the Buyer as the case may be and any such exercise by any such substitute delegate or attorney shall be treated by the Buyer and shall be effective in all respects as an exercise by the Seller or by the Receiver as the case may be
- 6.3 The Seller and the Receiver (including any such substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers conferred on them hereby or by statute or otherwise may do all acts and things and execute all such deeds and sign all such agreements or enter into or make all such arrangements as may be required or as the Seller or the Receiver (or such substitute delegate or attorney as aforesaid) may consider necessary or desirable in relation to the exercise of any such powers
- 6.4 The powers of attorney hereby given are given by way of security for the performance of the Buyer's obligations and for the Seller rights under the charge hereby created

7 EXPENSES AND INTEREST

7.1 The Buyer indemnifies the Seller against any reasonable and proper expenses it properly incurs in enforcing or attempting to enforce its rights under this Deed or in relation to the Property.

7.2 Interest is:

- (a) due on money payable under clause 7.1 at the Prescribed Rate (as defined in the Agreement) after as well as before judgment, and is payable from the date when the Seller incurred the expense until date when the Seller is reimbursed in cleared funds, and
- (B) secured on the Property

8 MISCELLANEOUS

8.1 Each of the provisions of this Charge is severable and distinct from the others and if at any time 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.

8.2 In this Charge the headings to clauses are for convenience only and have no legal effect and references to clauses and schedules are to clauses and schedules of this Charge unless otherwise stated.

8.3 The Seller may assign or otherwise transfer all or any part of the rights under this Charge provided that the form of such assignment or transfer is first approved in writing by the Buyer (such approval not to be unreasonably withheld or delayed) and notice thereof is served upon the Buyer in writing following completion of such assignment or transfer.

8.4 Unless the right of enforcement is expressly provided, it is not intended that a third party has the right to enforce any provision in this Deed under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act.

8.5 Notices envisaged by this Deed are "required to be served" under section 196(5) of the Law of Property Act 1925, but in applying section 196 to this Deed:

- (a) the reference in section 196(1) to "in writing" does not include faxes or email; and
- (b) section 196(4) applies as if the words from and including "and if that letter is not returned" to the end of the clause are deleted.

Schedule 1

The Property

The freehold property known as land at Bangor Road Caernarfon being the whole of the land shown hatched green on the plan attached to this Charge

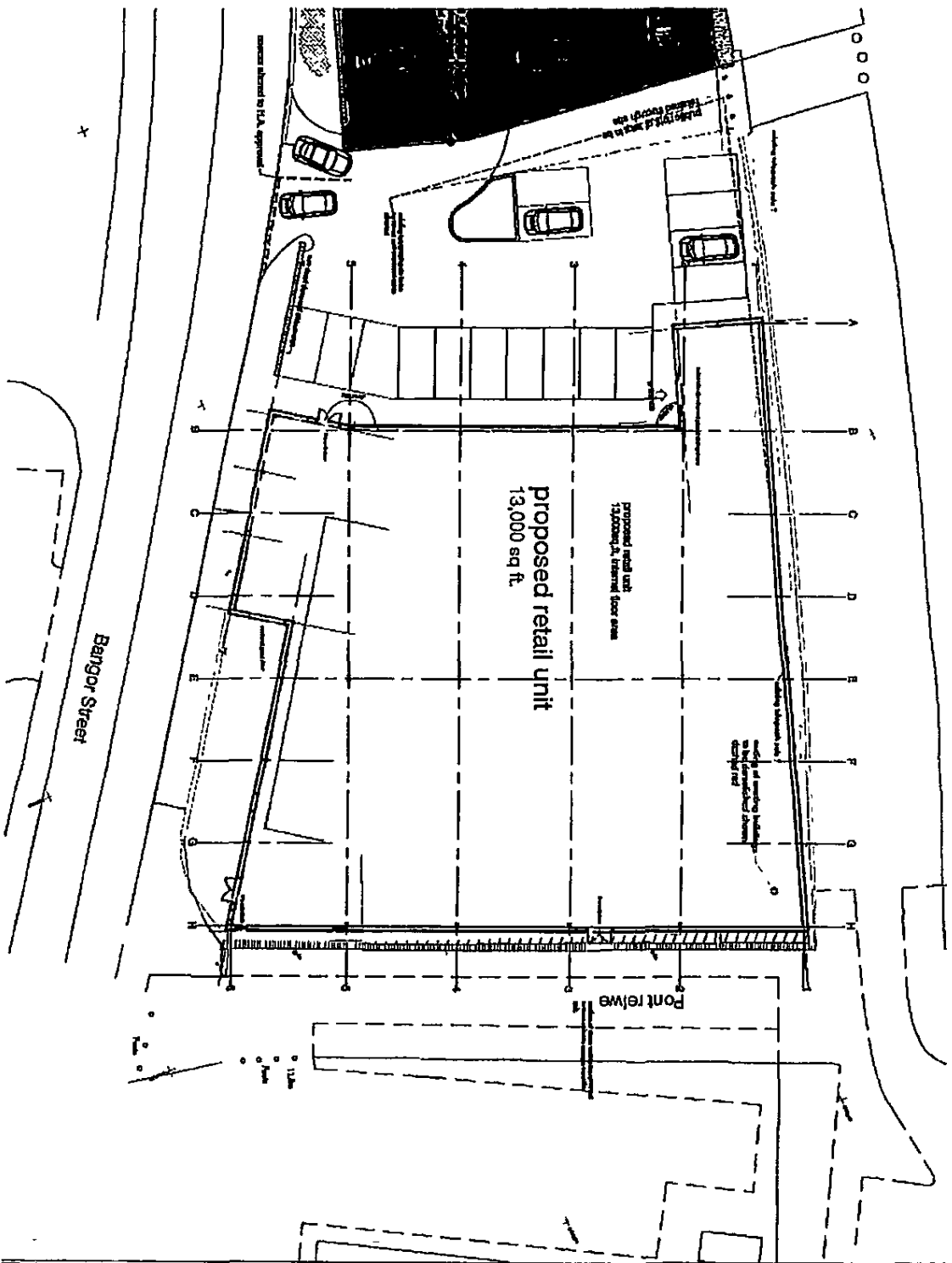
Executed as a deed by
TJ MORRIS LIMITED acting
by two directors or a director
and its secretary in the presence of a
witness whose details appear below:

) [Redacted]
) [Redacted]
) [Redacted]
KEITH HUGHES AS ATTORNEY
Director [Redacted]
.....
Director/Secretary [Redacted] Witness:

Witness Name: J. Clarke
Witness Address: Balcony 11 Port Harcourt House, Exchange Flags,
Liverpool L2 3YL

Executed as a deed by
COMMERCIAL DEVELOPMENT
PROJECTS LIMITED acting
by two directors or a director
and its secretary

)
)
)
Director
.....
Director/Secretary



CLIENTS MANAGED
 Residential, Retail,
 Industrial, Office, Education,
 Health, Leisure, Transport
 and other sectors

Build it
Manage
Service

Client
cdp