



Registration of a Charge

Company name: **OLDERSHAW'S OF MOULTON LIMITED**

Company number: **01816750**

Received for Electronic Filing: **01/09/2020**



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Details of Charge

Date of creation: **19/08/2020**

Charge code: **0181 6750 0012**

Persons entitled: **DENIS JOHN GRIMWOOD
ROBERT HENRY OLDERSHAW
BRIDGETT LUCY POSEY
JANE ROBERTA ASHBY COOKE**

Brief description: **THE LAND SHOWN EDGED RED AND COLOURED BROWN ON THE PLAN
ATTACHED TO THE LEGAL CHARGE DATED 19.08.2020 BEING PART OF
TITLE NUMBER LL338979**

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: **ROYTHORNES LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1816750

Charge code: 0181 6750 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th August 2020 and created by OLDERSHAW'S OF MOULTON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st September 2020 .

Given at Companies House, Cardiff on 2nd September 2020

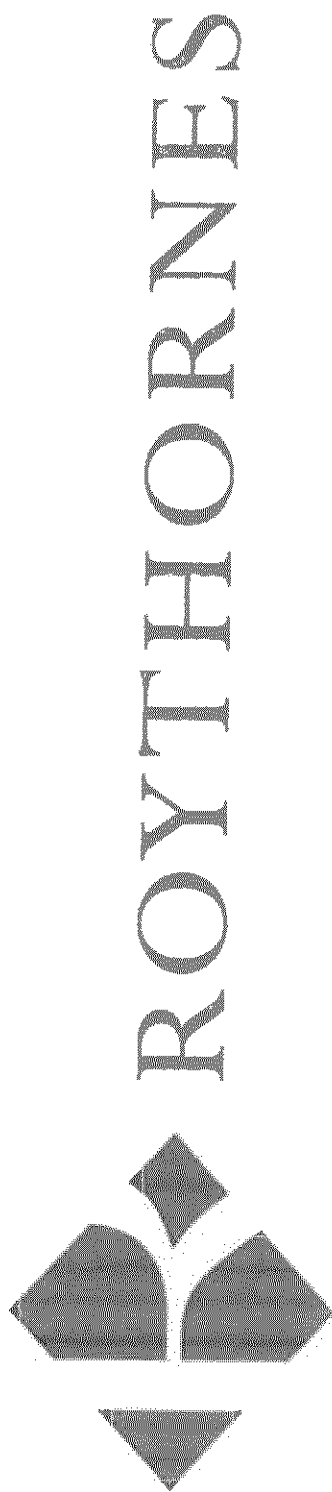
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



DATED

19th August

2020

OLDERSHAW'S OF MOULTON LIMITED

- and -

**DENIS JOHN GRIMWOOD
ROBERT HENRY OLDERSHAW
BRIDGETT LUCY POSEY AND
JANE ROBERTA ASHBY COOKE
AS TRUSTEES OF THE MOULTON BULB
COMPANY LIMITED DIRECTORS
PENSION SCHEME**

LEGAL CHARGE

- relating to -

**Part of land on the north west side of
Seas End Road, Moulton Seas End,
Spalding**

H M LAND REGISTRY

County and District: Lincolnshire : South Holland

Title Number: LL338979 (Part)

Property: Land on the north west side of Seas End Road, Moulton Seas End, Spalding as is shown edged red and coloured brown on the attached plan.

THIS LEGAL CHARGE is made on the 19th day of August 2020

BETWEEN:

- (1) **OLDERSHAW OF MOULTON LIMITED** (Company registration Number 01816750) of The Gables, Broad Lane, Moulton, Spalding PE12 6PP ("the Borrower"); and
- (2) **DENIS JOHN GRIMWOOD** of The Gatehouse, Broad Lane, Moulton, Spalding, Lincolnshire PE12 6PW **ROBERT HENRY OLDERSHAW** of St.Lamberts Hall Farm, Hallgate, Weston, Spalding, Lincolnshire PE12 6RH **BRIDGETT LUCY POSEY** of Priors Lodge, Shore Road, Freiston, Boston, Lincolnshire PE22 ONH and **JANE ROBERTA ASHBY COOKE** of The Beeches, Main Road, Deeping St. Nicholas, Spalding, Lincolnshire PE11 3DA **AS THE TRUSTEES OF THE MOULTON BULB COMPANY LIMITED DIRECTORS PENSION SCHEME** ("the Lender")

WHEREAS:

- (A) The Borrower is registered at H M Land Registry as proprietor with title absolute of the Property described in the Schedule to this Deed subject as mentioned in the Schedule but otherwise free from incumbrances
- (B) The Lender has agreed to lend One Hundred and Sixty-Six Thousand Pounds (£166,000.00) to the Borrower on condition that its repayment together with interest is secured in the manner set out below (the "Principal Sum")

NOW THIS DEED WITNESSES as follows:

1. The Borrower covenants with the Lender to pay (free from any legal or equitable right of set-off) to the Lender:

- 1.1 The Principal Sum of One Hundred and Sixty-Six Thousand Pounds (£166,000.00) upon receiving written demand for the same ("Principal Payment Date") PROVIDED that if:
- 1.1.1 repayment of the Principal Sum is not paid within 14 days of becoming due; or
- 1.1.2 the Borrower or any surety fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this or any associated or collateral security; or
- 1.1.3 any representation or warranty given by the Borrower or any surety to the Lender is or becomes incorrect; or
- 1.1.4 any judgement or order made against the Borrower or any surety by any court is not complied with within 14 days; or
- 1.1.5 the property of the Borrower or any surety becomes subject to any forfeiture or execution, distress, sequestration or other form of process; or
- 1.1.6 in the case of an individual:
- 1.1.6.1 the Borrower or any surety becomes subject to an interim order or makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part VIII or enters, or seeks to enter, into any other form of composition or arrangement with his creditors whether in whole or in part; or
- 1.1.6.2 a petition is presented for the bankruptcy of the Borrower or any surety; or
- 1.1.6.3 the Borrower or any surety dies or becomes of unsound mind
- then in any such case the whole of the balance of the Principal Sum then outstanding shall immediately be due and repayable by the Borrower to the Lender on demand
2. The Borrower will pay to The Lender interest on the Principal Sum (or so much of it as may from time to time remain outstanding) at a rate of 1.1% per annum
3. The Borrower covenants with the Lender to pay to the Lender on demand and on a full and unlimited indemnity basis all costs charges expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by the obligations owed under and associated with this deed (including all legal and other

professional costs and fees and disbursements (including but not limited to any Land Registry search fees and Land Registry registration fees and any fee incurred by the Lender or the Lender's solicitor for the electronic transfer of the Principal Sum or the repayment of the Principal Sum)) and VAT on them (but excluding the Lender's legal fees for the preparation of this deed)

4. The Borrower with full title guarantee charges the Property to the Lender by way of legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed

5. **BORROWER'S COVENANTS**

- 5.1 The Borrower further covenants with the Lender as follows:

5.1.1 That so long as any money remains owing on this security the Borrower will keep the building for the time being comprised in this security insured comprehensively in the name of the Borrower against loss or damage in a sum equal to at least the sum required from time to time to restore the buildings in case of their total destruction with some insurance office or underwriters of repute or at Lloyds and will make all payments required for the above purpose as and when the same shall become due and will when required by the Lender deliver to them the policy or policies of such insurance and the receipt for each such payment PROVIDED THAT all moneys which may be received by virtue of any insurance whatsoever in respect of any loss or damage by fire or otherwise to the Property shall be held on trust for the Lender and applied in making good the loss or damage in respect of which the same is received unless the Lender consents in writing to any other application of such monies

5.1.2 If the Borrower shall fail to perform any of his obligations under this clause and if the Lender shall then insure the buildings or any of them in any sum or sums not exceeding in aggregate the amount specified in clause 5.1.1 the Borrower will on demand repay to the Lender all payments made by them for that purpose and until repayment and all such money and interest shall be charged on the Property

5.2 **Covenants**

To observe and perform all covenants and to pay all monies to be paid in respect of the Property whether imposed by the Assurances of the Property or any part thereof to the Borrower or otherwise and all conditions and regulations and legislation affecting the Property or the mode or use of enjoyment thereof

5.3 Outgoings

To pay and discharge all existing and future rates and taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and even though of a wholly novel character) now or at any time during the continuance of the security payable in respect of the Property or by the owner or occupier thereof

5.4 Restrictions on Charging Leasing Disposing and parting with possession

5.4.1 Not without the Lender's written consent to create or permit to subsist (other than to the Lender) any mortgage pledge charge incumbrance lien or security interest in the Property other than this security

5.4.2 Not without the Lender's written consent to sell or dispose of the Property or any estate or interest in it or share or part possession or occupation of it

6. INDEMNITY

The Borrower hereby covenants with the Lender that during the continuance of this security the Borrower will at all times keep the Lender fully indemnified in respect of any breach non-observance or non performance of any of the obligations of the Borrower express or implied hereunder

7. POSSESSION

If the Lender enters into possession of the Property they may from time to time at pleasure go out of such possession and shall not be liable to account as mortgagee in possession while in fact out of such possession but notice of going out of possession shall be given to the Borrower at his last known address in accordance with clause 9 hereof

8. No person or persons dealing with the Lender shall be concerned to enquire whether any event has happened upon which any of the powers herein contained are or may be

exercisable or otherwise as to the propriety or regularity of any exercise thereof or of any act purporting or intended to be an exercise thereof or whether any monies remain owing upon the security of this Legal Charge and all the protections to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Lender

9. DEMANDS AND NOTICES

9.1 A demand or notice by the Lender under this mortgage shall be deemed to have been properly served on the Borrower if served personally on the Borrower by first class letter post telex or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business

9.2 Service shall be deemed to be effected notwithstanding the death of the Borrower:

9.3 at 10 a.m. on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery

9.3.1 when despatched if given by telex or fax; and

9.3.2 when left at the property concerned if delivered

9.4 The methods of service described in clause 9.1 are in addition and without prejudice to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 section

9.5 If the expression "the Borrower" includes more than one person service on any one person shall be deemed to constitute service upon all such persons

10. VALIDITY AND SEVERABILITY

10.1 Each of the provisions of this security 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 shall not be affected or impaired

10.2 If this security is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason or lack of capacity or

improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

11. Interpretation In this deed:

11.1 where the context admits the expressions "the Borrower" and "the Lender" shall include the persons deriving title under each of them respectively

11.2 whenever more than one person or company is the Borrower or the Lender their obligation can be enforced against all or both of them jointly or against each individually

12. GOVERNING LAW AND JURISDICTION

12.1 This mortgage shall be governed by and construed in accordance with English law

12.2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit action or proceeding arising out of or in connection with this mortgage may be brought in such courts

12.3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not

12.4 The parties apply to the Chief Land Registrar for the entry of a restriction in the Register of Title to the Property in the following terms:

"..No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Denis John Grimwood, Robert Henry Oldershaw, Bridgett Lucy Posey and Jane Roberta Ashby Cooke or their conveyancer"

13. REPAYMENT

The parties agree that the Borrower may repay the Principal Sum at any time without penalty

IN WITNESS whereof this Charge has been executed by the parties as their deed the day and year first before written

SCHEDULE 1

THE PROPERTY

The land shown edged red and coloured brown on the attached plan being part of the freehold land registered under title number LL338979 with the benefit of but subject to the following matters:

EXECUTED as a DEED by

)

OLDERSHAW OF MOULTON LIMITED

)

acting by a director

)

in the presence of

)

Witness signature:

Witness name:

(BLOCK CAPITALS)

Witness address:

Occupation:

SIGNED as a DEED by

DENIS JOHN GRIMWOOD

in the presence of:

Witness signature:

Witness name:

(BLOCK CAPITALS)

Witness address:

Occupation:



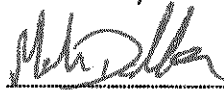


DENIS JOHN GRIMWOOD

Europe Way, Perth, Co. Wick, Ireland

Director





MARK DALLAS

14 HELPSLEY WAY, SPALING PERL 696

ACCOUNTANT

SIGNED as a DEED by)

ROBERT HENRY OLDERSHAW)

in the presence of:

Witness signature: _____

Witness name: _____

(BLOCK CAPITALS)

Witness address: _____

Occupation: _____

SIGNED as a DEED by)

BRIDGETT LUCY POSEY)

in the presence of:

Witness signature: _____

Witness name: _____

(BLOCK CAPITALS)

Witness address: _____

Occupation: _____

SIGNED as a DEED by)

JANE ROBERTA ASHBY COOKE)



in the presence of:)

Witness signature:



Witness name:

Andrea Chapman

(BLOCK CAPITALS)

Witness address:

16 DOCKMAN WAY SPALDING PE11 3UE

Occupation:

FINANCE ASSISTANT.



