

100306/13

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

# MR01

## Particulars of a charge



Companies House

**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 with  
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 accompanied  
by a court order extending the time for delivery.

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

THURSDAY



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A25

06/02/2014

#292

COMPANIES HOUSE

### 1 Company details

Company number 0 6 4 6 2 9 5 1

Company name in full AGRI ANGELS LTD

For official use

#### → 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 05 02 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 CARMARTHENSHIRE COUNTY COUNCIL

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

ALL THAT outbuilding known as EFAILFACH situate at Llanddarog Road Capel Dewi Carmarthen in the County of Carmarthenshire and being the whole of the property which is registered at the Land Registry under Title Number CYM593567

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 <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

*Ned Richards*

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  
LYDIA JAMES

Company name  
AGRI ADVISOR

SOLICITORS

Address  
HENLLAN

PUMSAINT

Post town  
LLANWRDA

County/Region  
CARMS

Postcode  
S A 1 8 8 A X

Country

DX

Telephone  
01558 650 381



### 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)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6462951

Charge code: 0646 2951 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th February 2014 and created by AGRI ANGELS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th February 2014

*f*

Given at Companies House, Cardiff on 7th February 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 5<sup>th</sup> February 2014

*ANGELS*  
**AGRI ~~ADVISORS~~ LIMITED (1)**  
*DCR*  
- and -

**CARMARTHENSHIRE COUNTY COUNCIL (2)**

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## **L E G A L    C H A R G E**

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Re: Land and outbuildings at Efailfach situate at Llanddarog Road  
Capel Dewi Carmarthen in the County of Carmarthenshire

**HD/EL-0022/109**

**Linda Rees-Jones,**  
**Head of Administration & Law,**  
**Carmarthenshire County Council,**  
**County Hall,**  
**Carmarthen.**  
**SA31 1JP.**

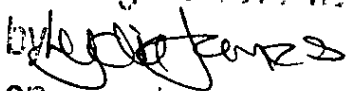

**THIS DEED OF LEGAL CHARGE** made on the 5<sup>th</sup> day of February  
Two Thousand and ~~Thirteen~~ <sup>Fourteen</sup> ~~AB~~

**BETWEEN:**

**(1) THE MORTGAGOR**

**AGRI ANGELS LIMITED**

(Company Registration No  
06462951) whose registered office  
is at Efail Fach, Llanddarog Road,  
Capel Dewi, Carmarthen in the  
County of Carmarthenshire SA32  
8AJ

I certify that this is a true copy of  
the original document inspected  
by   
on 12/2/2014  
of Agri Advisor Solicitors 

**(2) THE COUNCIL**

**CARMARTHENSHIRE COUNTY**

**COUNCIL** of County Hall,  
Carmarthen in the County of  
Carmarthenshire SA31 1JP

**WHEREAS** pursuant to the Agreement the Mortgagor has agreed to  
execute this Charge in favour of the Council as security for the  
liabilities of the Mortgagor to the Council under the Agreement

**WITNESSETH** as follows:-

**1 Definitions and Interpretation**

The following expressions shall (unless the context otherwise  
requires) have the following definitions and/or interpretations:

- 1.1 "the Agreement" shall mean the Redundant Rural Building Grant  
Agreement made between the Council (1) and the Mortgagor (2)  
and having been duly executed by the Council and the Mortgagor  
on the eighth day of July Two Thousand and Thirteen and

twelfth day of July Two Thousand and Thirteen respectively whereby the Council agreed to provide to the Mortgagor a Redundant Rural Building Grant subject to the terms and conditions set out therein

"this Charge" shall mean this Deed of Legal Charge as from time to time varied or supplemented whether by deed or otherwise and which shall remain in force for the period up to and including the twenty eight day of February Two Thousand and Nineteen

"LPA 1925" shall mean the Law of Property Act 1925

"the Property" shall have the meaning ascribed to it in the Schedule to this Charge and shall include all additions thereto and all fixtures and fittings in the nature of fixtures now or hereafter in or about the Property and shall include any part or parts thereof

"Secured Obligations" shall mean all monies obligations and liabilities from time to time due owing or incurred by the Mortgagor to the Council under or pursuant to the Agreement

1 2 The expression "the Mortgagor" and "the Council" shall have the meanings respectively ascribed to them at the commencement of



this Charge and shall include their respective successors in title and assigns and covenants entered into by the Mortgagor are entered into by the Mortgagor for and on behalf of the Mortgagor and the successors in title and assigns of the Mortgagor

1.3 Where "the Mortgagor" includes two or more persons or bodies the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or such bodies shall be deemed to be the default of all

1.4 The Clause headings do not form part of this Charge and shall not be taken into account in the construction or interpretation thereof

1.5 Reference to any Act or legislation includes reference to that Act or legislation as for the time being amended replaced or re-enacted and includes reference to any subordinate legislation order regulation or direction made under or by virtue of that Act or legislation

1.6 The singular includes the plural and vice versa and words importing one gender only include all other genders

1.7 Where a restrictive obligation is imposed on the Mortgagor it shall be deemed to include an obligation on the Mortgagor not to

permit or suffer such restrictive obligation to be breached by any other person

1 8 This Charge incorporates the Schedule annexed hereto

## **2 Charge**

The Mortgagor with full title guarantee and as a continuing security hereby charges the Property in favour of the Council by way of legal mortgage as security for the payment and discharge of the Secured Obligations

## **3 Perform Agreement**

The Mortgagor hereby covenants with the Council that it shall duly and punctually perform and discharge all its obligations and liabilities under or pursuant to the Agreement

## **4 Repair**

The Mortgagor shall keep the Property in a good and substantial repair and condition and will keep it insured against the normal comprehensive risks with an insurance company or underwriters of repute and in its full reinstatement value from time to time to the satisfaction of the Council. The said insurance shall at the option of the Council either be effected in the joint names of the Mortgagor and the Council or in the sole name of the Mortgagor with the interest of the Council being noted on the policy If the

Mortgagor fails to maintain or insure the Property the Council may do so at the expense of the Mortgagor (and any costs and expenses so incurred by the Council shall form part of the Secured Obligations) without thereby becoming a mortgagee in possession. If the Property is leasehold and the property insurance is the obligation of the Landlord of the Property then if the Mortgagor shall procure the due compliance by the Landlord with its insuring obligations the Mortgagor shall be deemed to have complied with the Mortgagor's obligations under this Clause in relation to the Property

## **5 Restrictions on Disposal etc.**

The Mortgagor agrees that during the subsistence of this security it will not without the prior written consent of the Council:

- 5.1 sell or dispose of the Property
- 5.2 grant any lease of the Property at a premium reserving less than the open market rent of the Property with vacant possession with the intention of realising the capital value of the Property
- 5.3 mortgage charge or otherwise encumber the Property

## **6. Compliance with legislation**

The Mortgagor shall observe and perform all covenants and all statutory requirements affecting the Property

**7. Powers of Sale**

Section 103 of the LPA 1925 shall not apply to this Charge and the statutory power of sale and other powers shall be exercisable at any time after demand

**8 Rights of Enforcement**

The Secured Obligations shall be deemed to have become due within the meaning of Section 101 of the LPA 1925 immediately upon a demand for repayment being served by the Council.

Nothing in this deed is intended to confer any benefit on any person who is not a party to it

**9. Power to Appoint and Powers of Receiver**

At any time after the Council has made demand for the payment or other discharge of any of the Secured Obligations or after any breach by the Mortgagor of any provision of the Agreement or of this Charge or if requested by the Mortgagor the Council may without further notice appoint one or more persons to be a receiver or receivers of the Property Any such appointment may be made in writing under the hand of any officer of the Council Any receiver so appointed shall be the agent of the Mortgagor who shall be solely responsible for its acts and defaults and for the payment of his remuneration costs charges and expenses Such remuneration shall be at the rate agreed between the Council and the receiver and Section 109(6) of the LPA 1926 is

hereby excluded. Any receiver appointed hereunder shall have all the powers conferred by statute on receivers in addition to the following express powers

- 9 1 to take possession of the Property
- 9 2 to alter improve develop complete construct modify refurbish or repair any building or land forming part of the Property
- 9 3 to sell lease or otherwise dispose of or deal with the Property
- 9 4 to take any proceedings as he shall think in respect of the Property
- 9.5 to conduct any business carried on or in the opinion of the Council or any receiver capable of being carried on in or from the Property
- 9 6 to enter into any agreement arrangement or compromise as he shall think fit
- 9 7 to insure the Property as he shall think fit
- 9 8 to appoint employees managers officers and workmen
- 9 9 to raise or borrow money ranking for payment in priority to the security constituted by this Charge
- 9 10 to do all such other things as may seem to be necessary or beneficial for the realisation of the security hereby constituted

All or any of the powers hereby or otherwise conferred on the receiver may be exercised by the Council without first appointing a receiver or notwithstanding any appointment

## **10. Power of Attorney**

The Mortgagor hereby irrevocably appoints the Council and any nominee of the Council and/or the receiver and any nominee of the receiver jointly and also severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) and in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign seal and execute deliver perfect and do all deeds instruments acts and things which may be required by the Council or the receiver for the purposes of this Charge or the exercise of any of the powers granted hereby

## **11. Protection of Council**

### **11.1 Council's receipts**

The Council's obligation to account (whether to the Mortgagor or to any other person) shall be limited to the Council's own actual receipts which the Council must distribute or pay to the person entitled (or who the Council, acting reasonably, believes to be entitled) in accordance with the requirements of this Charge

### **11.2 Exclusion of liability**

11.2.1 The Council will not be liable to the Mortgagor for any expense, loss, liability or damage incurred by the Mortgagor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights

or powers except any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct

11.2 2 The Mortgagor may not take any proceedings against any officer, employee or agent of the Council in respect of any claim it might have against the Council or in respect of any act or omission of any kind by that officer, employee or agent in relation to this deed

### **11.3 Effect of possession**

If the Council or any receiver enters into possession of the Property this will not oblige either the Council or the receiver to account as mortgagee in possession and if at any time the Council enters into possession of the Property it may at any time at its discretion go out of such possession

## **12. Further Assurance**

The Mortgagor shall do all such acts and things and shall execute all such assurances and instruments as the receiver shall reasonably require in the exercise of any of the powers hereby conferred upon him

### **13 Consolidation**

Section 93 of the LPA 1925 (restricting the Council right of consolidation) shall not apply to this Charge

### **14 Notices**

Notices and demands by the Council may be given or served

14 1 personally or by leaving the same at the registered office or last known address of the person to be served which shall thereupon be good and effective service

14 2 by first class pre-paid post Service shall be deemed to have been effected 24 hours after posting

14 3 by telex facsimile or other electronic means Service shall be deemed to have been effected upon transmission

14 4 in the case of a deceased Mortgagor on his personal representatives notwithstanding that no grant of representation has been made of his estate in England and Wales if the notice is addressed to the deceased Mortgagor by name or to his personal representatives by title and is left at or sent by first class pre-paid post or by telex facsimile or other electronic means to the usual or last known address of the deceased Mortgagor

When sending by post service shall be deemed to have been effected 24 hours after posting When sending by facsimile or other electronic means service shall be deemed to have been effected upon transmission



**15. Indemnity for Costs etc.**

The Mortgagor shall indemnify the Council in respect of all costs and expenses (including without limitation legal costs) incurred by the Council in connection with the preparation execution and perfection of this Charge and any enforcement of the Council's rights hereunder and any amounts which the Mortgagor shall be liable to pay to the Council under this Clause shall form part of the Secured Obligations

**16. Certification**

A certificate by an officer of the Council as to the amount for the time being due in respect of the Secured Obligations shall be (in the absence of manifest error) conclusive evidence for all purposes against the Mortgagor

**17 Land Registry Restriction**

The Mortgagor requests the Chief Land Registrar to enter a restriction in standard form N on the Register of any registered land hereby charged in the following form:-

"Until the twenty eighth day of February Two Thousand and Nineteen 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

Carmarthenshire County Council of County Hall Carmarthen  
Carmarthenshire SA31 1JP

**18. Enforcement by Third Parties**

The parties to this Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

**19. Law and Jurisdiction**

This Charge is governed by and shall be construed in accordance with English and Welsh Law

**20. Delivery**

This Charge is intended to be and is hereby delivered on the date hereof

**SCHEDULE**

**The Property**

ALL THAT land together with the building erected thereon or on part thereof and being the outbuildings at Efailfach situate at Llanddarog Road, Capel Dewi Carmarthen in the County of Carmarthenshire and being the whole of the property which is registered at the Land Registry under title numbers CYM593567

EXECUTED AS A DEED by

ANGELS

AGRI ADVISORS LIMITED acting by )

OCR

a Director in the presence of )

DAVID CLEDNYN RICHARDS

Cled Richards

Witness:

Huw. D. Thomas

Huw D Thomas

Address:

GNASTOS, PENCADER

CARMARTHEN. SA39 9AL

Occupation:

AGRICULTURAL CONSULTANT.