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

MR01 Particulars of a charge



	A fee is payable with this form. Please see 'How to pay' on the last page You can use the WebFiling service to form. Please go to www.compart	file this form online
-	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 is ROT form You may not use this form is ROT form You may not use this form is ROT form You may not use this form is ROT form You may not use this form is ROT form You may not use this form is ROT form You may not use this form is ROT form You may not use this form is ROT form You may not use this form is ROT form You may not use this form is ROT form You may not use this form is ROT form You may not use this form Is ROT form You may not use this form You may not use this form You may not use this form You may not us	*A4YI3MPV* 13/01/2016 #97 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. Do not send the original	
1	Company details	For official use
Company number	0 8 5 8 9 6 2 1	→ Filling in this form
Company name in full	MILLDOWN ESTATES LIMITED	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	2 3 7 2 2 6 4 5	
3	Names of persons, security agents or trustees entitled to the ch	arge
 -	Please show the names of each of the persons, security agents or trustees entitled to the charge	<u>-</u>
Name	FRANCIS MOLLOY	
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

4	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	Land to the South East of Wepre Park, land adjoining 31 Wepre Park and Milldown Court, all at Connahs Quay, Deeside, Flintshire and having Land Registry Title numbers CYM650573, CYM650499 and CYM650501 respectively	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	,`	
1	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	✓ No Floating charge	1	
	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	<u> </u>	
	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 •		
	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		
Signature	Signature X		
	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 MICHAEL CUNNAH

Company name CYRIL JONES & CO ,

Address 89 CHESTER ROAD WEST

Post town SHOTTON

County/Region FLINTSHIRE

Postcode C H 5 1 B Z

Country WALES

DX 24373 SHOTTON

✓ Certificate

01244 812109

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

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CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 8589621

Charge code: 0858 9621 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2015 and created by MILLDOWN ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th January 2016.

01

Given at Companies House, Cardiff on 18th January 2016





Legal Charge over registered freehold land to secure all money and liabilities

THIS LEGAL CHARGE is made on

23rd December 2015

BETWEEN

- (1) MILLDOWN ESTATES LIMITED whose registered office is at 3 Mill Cottages Mill Lane Connah's Quay Deeside Clwyd CH5 4HG company registration number 08589621 ('the Mortgagor'), and
- (2) FRANCIS MOLLOY of 25 Brook Road, Maghull L31 3EG ('the Lender')

NOW THIS DEED WITNESSES as follows

1 Definitions

In this charge, unless the context otherwise requires

1 1 'the Act' means the Law of Property Act 1925,

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mit (me) MILLOOUN ESTRES LINITED

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CYRIL JONES + CO

Cyril Jones & Co Solicitors 89 Chester Road West Shotton Flintshire CH5 1BZ

- 'the Loan Agreement' means a loan facility agreement dated [/] made between (1) the Mortgagor (as borrower) and (2) the Lender for the provision of loan facilities secured by this charge.
- 1 3 'the Property' means the property referred to in the schedule, all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it the Mortgagor may charge at law or in equity, and where the context admits references to 'the Property' include any part of it,
- 1.4 'the Secured Sums' means all money and liabilities for the time being due, owing or incurred to the Lender by the Mortgagor pursuant to the Loan Agreement, including sums becoming due under this charge and interest, discount commission or other lawful charges and expenses the Lender may incur pursuant to this charge,
- the expression 'the Mortgagor', where the context so admits, includes the person for the time being entitled to redeem this security and the expression 'the Lender', where the context so admits, includes its successors in title

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Full name (blo 1 chi ats	
CHRIC JONES	5700
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2 Covenant to pay

The Mortgagor covenants with the Lender that as and when the Secured Sums or any part of them are due for payment the Mortgagor shall pay the Secured Sums as the case may be the part of them due to be paid, to the Lender

3 Charge

- The Mortgagor with full title guarantee charges the Property by way of legal mortgage as a continuing security to the Lender with the payment of all money covenanted to be paid by the Mortgagor under this charge
- If the Mortgagor is a company incorporated under the Companies Act 1985 the Mortgagor also charges by way of floating security all movable plant, machinery, implements, building, materials, furniture and equipment now or from time to time placed on or used in or about the Property with the payment of all money covenanted to be paid by the Mortgagor under this charge and the definition of 'the Property' shall be construed accordingly

4 Covenants by Mortgagor

The Mortgagor covenants with the Lender to observe and perform the restrictions and obligations set out below

4.1 Repair

The Mortgagor shall keep the Property in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about the Property (and charged pursuant to this charge) when they become worn out or otherwise unfit for use or destroyed

4.2 Payment of outgoings

The Mortgagor shall pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Property as and when they become payable and within a reasonable period following written demand by the Lender, who must produce the receipt for such payments or evidence of payment having been made

4.3 Bank's right of inspection

The Mortgagor must permit the Lender following reasonable prior written notice except in the case of an emergency to enter upon all buildings, erections or structures forming part of the Property, without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession, for any reasonable purpose in connection with its rights under this charge and to view the state of the same

4.4 Not to alter buildings etc

The Mortgagor must not following the date of this charge, without the previous consent in writing of the Lender (such consent not to be unreasonably withheld or delayed) or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Lender in writing (such approval not to be unreasonably withheld or delayed), make any alterations to any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Property and charged hereunder or put up or erect any new buildings PROVIDED THAT the Lender consents to the completion of the Mortgagor's development of the Property in accordance with such planning permission(s) and consents already obtained by Mortgagor

4.5 Insurance

The Mortgagor must insure such of the Property as is of an insurable nature (and is charged hereunder) and keep them insured, in the joint names of the Mortgagor and the Lender or with the interest of the Lender endorsed on the policy of insurance, against loss or damage, to their full insurable value and if so required must provide the Lender with a copy of every such policy of insurance and the receipt for the latest premium payable under it

4.6 Proceeds from insurance claims

The Mortgagor must ensure that all money payable under any insurance in respect of loss or damage to the Property, effected or maintained pursuant to the covenants contained in this charge, is paid to the Lender or, if it is paid to the Lender or, if it is paid to the Lender or to be applied in making good the last or damage in respect of the original and if applicable the original rice or the original and if applicable the original rice or original and if applicable the original rice or the original rice or

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4.7 Observance of terms of conveyances etc

The Mortgagor must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time (which are subsisting and enforceable) affecting the Property and binding upon the Mortgagor

4.8 Observance of Acts of Parliament

The Mortgagor must observe any and every enactment, including every existing or future Act of Parliament, relating to or affecting the Property or any development or the use of the Property for any purpose and must execute all works and provide and maintain all arrangements that any authorised person, authority or body requires should be executed, provided or maintained at any time

4.9 Creation of other mortgages etc

The Mortgagor must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property other than this security without the consent of the Lender (such consent not to be unreasonably withheld or delayed), and must apply for the appropriate restriction at the Land Registry to be registered in the Lender's favour at their own expense

4.10 Sale or disposition of mortgaged premises

The Mortgagor must not following the date hereof sell or dispose of the Property or create any estate or interest in it or share or part with possession or occupation of it without the consent of the Lender (such consent not to be unreasonably withheld or delayed)

4.11 Perfection of security

The Mortgagor must execute and do all such assurances and things as the Lender may reasonably require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Lender may (acting reasonably) think fit and directs, and exercising all powers, authorities and discretions conferred by this charge in thereby certify that this document in respect of

or by law on the Lender or any receiver appointed by (dent name). Heretry certify that this document in respect of is a true copy of the original and if applicable the original document photograph is a true likeness of the holder

Signature Control Contr

Shotton Flintshire CH5 1BZ
Telephone number 01244 812109

4.12 Payment of costs etc

The Mortgagor must pay within 5 working days of written demand, on the footing of a full indemnity by the Mortgagor from and against them, all reasonable and proper costs, charges and expenses incurred by the Lender or by any receiver appointed by it in or in connection with the exercise of any powers conferred by this charge or by statute, or that they or either of them incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security over the Property and the remuneration of any receiver appointed pursuant to this charge

5 Enforcement of security

5.1 Powers to be exercisable without restrictions

Failing payment of the Secured Sums as and when they become due or other material breach of the covenants and conditions on the Mortgagor's part contained in this charge, or any event of default arising pursuant to the terms of the Existing Charge this security shall become enforceable and the powers conferred upon the Lender by this charge immediately exercisable with respect to the whole or any part of the Property

5.2 Appointment of receiver

- At any time after this security has become enforceable, the Lender may by writing and without notice to the Mortgagor
- 5.2.1.1 appoint any person to be a receiver of the Property or any part of it, and
- 5 2 1 2 remove any such receiver, whether or not appointing another in his place,

and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed

Any receiver so appointed shall have power at his discretion, to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage that may arise or be occasioned (save in the case of

any fraud or negligence) to

5 2 2 1 take possession of, collect and enter the Property,

or be occasioned (save in the case of client name)
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- 5 2 2.2 repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Property or acquire by purchase lease or otherwise any further property, assets or rights,
- dispose or concur in disposing of the Property, or let, or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the Property, and in particular but without prejudice to the generality of the above, carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Mortgagor or otherwise.
- 5 2 2 4 exercise all the powers conferred on the Mortgagor by any statute, deed or contract in respect of the Property,
- 5 2 2 5 make any arrangement or compromise in respect of the rights of the Mortgagor,
- 5 2 2 6 appoint employ or dismiss managers, officers, contractors or agents,
- 5 2 2 7 raise or borrow money, from the Lender or otherwise, upon the security of the Property,
- 5 2 2 8 retain his remuneration and all costs charges and expenses incurred by him out of any money received by him,
- 5 2 2 9 do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers, and
- 5 2 2 10 do anything in relation to the Property that he could do if he were absolutely entitled to it.

The receiver shall in the exercise of his powers conform to any regulations and directions made by the Lender and shall not be responsible, nor shall the Lender be responsible, for any loss occasioned as a result. A receiver appointed under this security shall be deemed to be the agent of the Mortgagor and the Mortgagor shall alone be responsible for his acts and defaults and shall alone be responsible for his remuneration.

5.3 Exercise of receiver's powers by the Lender

At any time after this security has become appointment of any receiver under it, the Lender responsible for any loss or damage that may ar

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consent by the Mortgagor exercise any power which a receiver appointed by it could exercise

5.4 Sale of mortgaged premises

Subject to any statutory duties which the Lender owes to the Borrower, where the Property is sold by the Lender or any receiver appointed by the Lender it may be sold either

- 5 4 1 together or in parcels,
- 5 4 2 by public auction or private contract, and
- for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance

The Lender or receiver may upon any sale make any special or other stipulations as to title or otherwise that the Lender or receiver considers expedient, and may buy in, rescind or vary any contract for sale. Any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in that company or any other company, and may be for such consideration as the Lender or the receiver as the case may be considers sufficient.

6 Money arising on enforcement of security

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge (save sums received under any insurance policy) shall be applied in the following order of priority

- on payment or satisfaction of the costs, expenses and liabilities incurred by or on behalf of the Lender in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver,
- 6 2 in payment of the interest remaining unpaid, and
- or payment of all principal money, premiums or other are solution or is a true copy of the original and il applicable the original document p

and any other surplus may be paid to the Mortgagin

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sums before the interest or the whole of the interest on the Secured Sums has been paid, but any alteration in the order of payment of principal, premium and other sums and interest shall not prejudice the right of the Mortgagor to receive the full amount to which the Mortgagor would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay

7 Power of attorney

The Mortgagor irrevocably and by way of security appoints each of the Lender and any receiver appointed pursuant to this charge as attorney of the Mortgagor, for the Mortgagor and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing it ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper in the exercise of any rights or powers under it or otherwise for any of the purposes of this security. The Mortgagor covenants with the Lender to ratify and confirm all acts or things made, done or executed by the attorney in the proper and lawful exercise of any rights, powers, authorities and discretions referred to in this clause 7.

8 Liability of the Lender or Receiver

Neither the Lender nor any receiver appointed by the Lender shall by reason of entering into possession of the Property be liable to account as mortgagee in possession or for anything except actual receipts, or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable

9 Persons dealing with the Lender or Receiver

No person dealing with the Lender or any receiver appointed by it, or with its or his attorney or agent, shall be concerned, bound or entitled to enquire or be affected by notice as to

- 9 1 whether this security has become enforceable,
- 9 2 whether any power exercised or purported to be exercised by it or him has become

exercisable,

9 3 the propriety or purpose of the exercise of any powe

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- whether any money remains due on the security of this charge, or 94
- the necessity or expediency of the stipulations and conditions subject to which any 9.5 disposition shall be made

The receipt of the Lender or any receiver or its or his attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

10 Continuing security

10 1 This security shall be a continuing security to the Lender and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Secured Sums

11 **Default by Mortgagor**

Without prejudice to any other rights and remedies of the Lender and whether or not the Secured Sums have become due, if default is at any time made by the Mortgagor in the performance of all or any of the covenants contained in this charge it shall be lawful, but not obligatory, for the Lender to perform them or to settle, liquidate or compound or contest any claim made against the Mortgagor and to pay all costs, expenses and damages occasioned as a result, with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Property without being deemed to be mortgagee in possession by reason of such entry

12 Indulgence

The Lender may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Lender under this charge, grant to the Mortgagor or to any other person time or indulgence or further cred to a live likeness of the advence spile allege difficulties of the holder. arrangement or variation of rights or abstain from securities, guarantees or rights it may now or s Mortgagor or any other person

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Demands and notices

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- 13 1 A demand or notice under this charge shall be made in writing signed by the party giving the demand or notice (as applicable) and may be served on the other party either personally or by first class post or other next day delivery service. A demand or notice by post may be addressed to the Mortgagor or the Lender at its registered office address in the case of the Mortgagor and the address set out at the beginning of this charge or such other address notified by the Lender to the Mortgagor in the case of the Lender and a demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered
- 132 A demand or notice that is given pursuant to clause 13.1 shall be deemed to have been received
- if delivered personally, at the time of delivery, and 13 2 1
- 13 2 2 if posted by first class post or other next day delivery service the next working day after posting

14 Representation and warranty

The Mortgagor represents and warrants to the Lender that the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement or any provision of its memorandum and articles of association, or other documents governing or comprising the constitution or incorporation of any company comprised in the Mortgagor

15 Governing law and jurisdiction

- 15.1 This charge and any dispute or claim 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**
- 15 2 jurisdiction over any dispute or claim arising out of op meeting of the original accument photograph subject matter or formation

I hereby certify that this document in respect of Each party irrevocably agrees that the courts of England and Wales stratt have exclusive received Signature 🕰 Date 08/01/16 Full name (block capitals)

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> Cyril Jones & Co Solicitors 89 Chester Road West Shotton Flintshire CH5 1BZ

IN WITNESS whereof the parties have hereunto set their respective hands as a deed the day and year first before written

hereby certify that this document in respect of	_,
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is a true likeness of the original and if applicable the original document photograph	4
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Cyril Jones & Co Solicitors 89 Chester Road West Shotton Flintshire CH5 18Z	
Telephone number 01244 812109	

SCHEDULE

The Property

Land to the South-east of Wepre Park, land adjoining 31 Wepre Park and Milldown Court, all at Connah's Quay, Deeside and having Land Registry Title Numbers CYM650573, CYM650499 and CYM650501 respectively

Executed as a deed by MILLDOWN ESTATES acting by a Director in Witness' Signature Name (in BLOCK CAPITALS) Address	S LIMITED)
Signed as a Deed by the s FRANCIS MOLLOY in presence of -	•
Witness' Signature	
Name (in BLOCK CAPITALS)	

Address

Thereby certify that this document in respect of	,
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