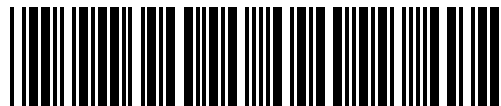




Registration of a Charge

Company Name: **BRENIG CONSTRUCTION LIMITED**

Company Number: **08044729**



Received for filing in Electronic Format on the: **11/06/2021**

XA6ED6OQ

Details of Charge

Date of creation: **28/05/2021**

Charge code: **0804 4729 0006**

Persons entitled: **HUXLEY CAPITAL SOLUTIONS LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS MEUSYDD LLYDAIN, PENRHYNDEUDRAETH, GWYNEDD, LL48 6DA REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER CYM737705**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

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: **ROYDS WITHY KING LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8044729

Charge code: 0804 4729 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2021 and created by BRENIG CONSTRUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2021 .

Given at Companies House, Cardiff on 11th June 2021

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

28th May

2021

(1) Brnig Construction Limited

- and -

(2) Huxley Capital Solutions Limited

LEGAL CHARGE

relating to Meusydd Llydain, Penrhyndeudraeth, Gwynedd, LL48 8DA

Widdows Pilling LLP
The Manse
2b Memorial Road
Walkden
Manchester
M28 3AQ

THIS LEGAL CHARGE is made the 28th day of May 2021

BETWEEN:-

- (1) Brenig Construction Limited a company incorporated in England and Wales with registered number 08044729 and registered office at Brenig House, Station Road, Mochdre, Wales, LL28 5EF ("the Borrower")
- (2) Huxley Capital Solutions Limited, registered at The Old Coach House 32b High Street, Tarporley, Cheshire, CW6 0DX. Registered in England No. 13008866 ("the Lender")

THIS DEED WITNESSES as follows:-

1. Definitions and Interpretation

- 1.1 In this deed (unless the context otherwise requires) the following words and expressions shall have the following meanings:-

"the Charge" means the charges created by this Legal Charge

"the Mortgage Provisions" means the covenants and provisions set out in Schedule 1

"the Property" means the freehold property known as Meusydd Llydain, Penrhyndeudraeth, Gwynedd, LL48 6DA the same is registered with Absolute Title at Land Registry under Title Number CYM737705

"the Secured Sum" means all money and liabilities for the time being due owing or incurred to the Lender by the Borrower (whether actually or contingently solely or jointly with any other person or as principal or surety) including sums becoming due under this Legal Charge and interest discount commission or other lawful charges and expenses in respect of any of the matters specified above

- 1.2 In this deed obligations at any time expressed to be made or assumed by more than one person are made and are to be construed as made by all such persons jointly and by each of them severally and obligations made or assumed by an individual shall be binding on and enforceable against his personal representatives

- 1.3 In this deed where the context so permits the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine and neuter and vice versa

- 1.4 The expression "the Lender" wherever used in this deed shall be deemed to include the assignees and other successors whether immediate or derivative of the Lender who shall be entitled to enforce and proceed upon this Legal Charge in the same manner as if named herein

- 1.5 The clause headings appearing in this deed are for reference only and shall not affect the construction hereof

- 1.6 References to the Property include references to any part or parts of the Property

2. Legal Charge

- 2.1 The Borrower with full title guarantee charges the Property by way of legal mortgage as a continuing security for all money covenanted to be paid by the Borrower under this Legal Charge with the payment to the Lender of the Secured Sum and other monies to be paid by the Borrower
- 2.2 The Borrower charges all moveable plant machinery implements building materials furniture and equipment now or from time to time placed on or used in or about the Property by way of floating security for payment of all money covenanted to be paid by the Borrower under this Legal Charge and the definition of the Property is to be construed accordingly
- 2.3 The Borrower charges all rights title and interest of the Borrower in any present or future insurances effected in respect of the Property
- 2.4 The Charge incorporates the Mortgage Provisions
- 2.5 The Charge is not a charge made for securing a current account or further advances

3. Costs

The Borrower covenants with the Lender to pay to the Lender on demand and on a full 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 and the obligations owed under and associated with this deed including legal and other professional costs and fees and disbursements and VAT on them

IN WITNESS whereof this Legal Charge has been executed as a deed the day and year first before written

SCHEDULE 1
The Mortgage Provisions

1. **Covenant to Pay**

The Borrower hereby covenants to pay to the Lender:

- 1.1 The Secured Sum when it becomes due
- 1.2 The Lender's legal costs in any proceedings issued by the Lender against the Borrower for breach of the terms of this Legal Charge

2. **Legal Redemption**

If the Borrower shall repay to the Lender the Secured Sum in accordance with the terms of this Legal Charge the Lender will at the request and cost of the Borrower duly discharge this security

3. **Power of Sale**

Notwithstanding anything herein contained the power of sale and of appointing a Receiver under this deed shall be deemed to arise until the Secured Sum is due to be repaid to the Lender

4. **Exclusion of Statutory Provisions**

- 4.1 The statutory powers of leasing or agreeing to lease and in relation to surrender contained in Sections 99 and 100 of the Law of Property Act 1925 shall not be exercisable by the Borrower who shall also not be entitled to grant any contractual right for any person to occupy the Property or any part thereof without the written consent of the Lender
- 4.2 The restrictions on consolidation contained in Section 93 of the said Act shall not apply to this security
- 4.3 For the purpose of the exercise of the statutory powers the Secured Sum shall be deemed to be due in accordance with this Legal Charge

5. **Borrower's Covenants regarding the Property**

The Borrower hereby covenants with the Lender during the continuance of this security:-

5.1 **Repair and alterations**

To keep the Property in a good and substantial state of repair and condition and not to pull down or remove any building or erection for the time being forming part of the Property and not to make any material structural alterations or change of use in respect of the Property without the written consent of the Lender

5.2 **Insurance**

To insure and keep the Property insured to the full reinstatement value thereof with reputable and responsible insurers against fire and such other risks as the Lender shall from time to time reasonably require with the interest of the Lender endorsed on the insurance policy and duly and promptly to pay the premiums and other sums payable in respect of such policy and to apply all monies or any other monies that may be received by the Borrower in respect of loss or damage to the Property either in making good the loss or damage or (at the option of the Lender and without prejudice to any obligations in the policy of insurance or to any obligations having priority to the obligations imposed by this deed) in or towards the discharge or reduction of the Secured Sum

5.3 **Notices**

Forthwith upon receipt of any notice or order or proposal for a notice or order under any statutory authority relating to the user or condition of the Property give full particulars thereof and produce the same to the Lender

5.4 Environmental

To observe and perform all environmental laws regulations directives and codes of practice affecting the Property

5.5 No dealings

The Borrower consents to an application being made by the Lender 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 [] in favour of Huxley Capital Solutions Limited referred to in the charges register or their conveyancers"

6. Lender's rights of entry

If the Borrower shall default in keeping the Property repaired or insured as hereinbefore provided it shall be lawful for but not obligatory upon the Lender to repair or insure the Property and for such purposes to enter upon the Property without thereby becoming liable as mortgagee in possession and any monies expended for such purpose shall be deemed to be expenses properly incurred in relation to this security

7 Powers in respect of furniture and effects

7.1 At any time after this security has become enforceable the Lender may as agent for and on behalf of the Borrower and at the expense of the Borrower remove store preserve sell or otherwise dispose of any furniture effects chattels or other items situate at or in the Property which are not charged by this Legal Charge

7.2 The Lender will have no liability to the Borrower for any loss incurred in connection with any such removal storage preservation sale or disposal

7.3 The Lender will have the right to set off any such proceeds of sale against the sums due under this security

8 Power to appoint a receiver

8.1 At any time after this security becomes enforceable or at the request of the Borrower the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property

8.2 The Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver

8.3 The Lender may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed

8.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

8.5 Where more than one receiver is appointed they shall have the power to act separately

- 8.6 Any receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration
- 8.7 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in Section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed will prevail
- 8.8 In addition, any receiver so appointed shall have power at his discretion to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding the administration or liquidation of the Borrower to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:-
- 8.8.1 to take possession of collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise
 - 8.8.2 to manage or carry on or concur in carrying on any business of the Borrower
 - 8.8.3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property
 - 8.8.4 to sell (whether by public auction or private contract or otherwise) lease vary renew or surrender leases or accept to surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 98 and 100) of or otherwise dispose of or deal with all or any part of the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise
 - 8.8.5 to seize and sever all or any fixtures at or in the Property and to sell the same separately from the Property or its site
 - 8.8.6 to settle arrange compromise or submit to arbitration any accounts claims questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security
 - 8.8.7 to bring take defend compromise submit to arbitration or discontinue any actions suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 8.8
 - 8.8.8 to disclaim abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security
 - 8.8.9 to repair insure manage protect improve enlarge develop build complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences
 - 8.8.10 to acquire by purchase lease or otherwise any further property assets or rights
 - 8.8.11 to appoint employ and dismiss managers officers contractors and agents
 - 8.8.12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation management improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers

8.9 All money received by any receiver shall be applied by him:-

- 8.9.1 In payment of the costs charges and expenses or and incidental to the appointment of the receiver and the exercise of all or any of his powers and all outgoings paid by him (including preferential debts)
- 8.9.2 In payment to the receiver of such remuneration as may be agreed between him and the Lender at or at any time and from time to time after his appointment
- 8.9.3 in or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid to the Borrower or other persons entitled to it

9 **Protection of persons dealing with the Lender or a receiver**

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to enquire or be affected by notice as to any of the following matters:-

- 9.1 Whether this security has become exercisable
- 9.2 Whether any power exercised or purported to be exercised under this Legal Charge has arisen or become exercisable
- 9.3 The propriety regularity or purpose of the exercise or purported exercise of any such power
- 9.4 Whether any money remains due under the security or
- 9.5 The necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

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

10 **Demands and notices**

- 10.1 A demand or notice by the Lender under this Legal Charge shall be deemed to have been properly served on the Borrower if served personally on the Borrower or any one of the directors or the secretary of the Borrower by first class letter post or by fax addressed to the Borrower at or by delivery to its registered office or at any of its principal places of business
- 10.2 Service shall be deemed to be effected notwithstanding the dissolution of the Borrower:-
 - 10.2.1 at 10:00am 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
 - 10.2.2 when despatched if given by fax and
 - 10.2.3 when left at the property concerned if delivered
- 10.3 The methods of service described in clause 10.1 are in addition and without prejudice to any other method of service prescribed or permitted by law and in particular the provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962
- 10.4 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.

11. Assignment

The Lender shall have full and unfettered right to assign the whole or any part of the benefit of this Legal Charge and the Lender shall be entitled to impart any information concerning the Borrower and/or the Property to any such assignee or other successor or any participant or proposed assignee successor or participant

12. Validity and Severability

12.1 Each of the provisions of this Legal 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 shall not be affected or impaired

12.2 If this Legal Charge 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 of 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 this security

13. Governing Law and Jurisdiction

13.1 This Legal Charge shall be governed by and construed in accordance with English Law

13.2 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 Legal Charge and that accordingly any suit action or proceeding arising out of or in connection with this Legal Charge may be brought in such Courts

13.3 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

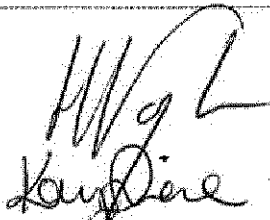
EXECUTED as a DEED
by Brenig Construction Limited
acting by a director in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:


KAY PIERCE
THE STABLES, RHANHIR
FARM, LLANGERNYW, LL22 8PR.
OFFICE MANAGER

EXECUTED as a DEED
by Huxley Capital Solutions Limited
acting by a director in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

