

700318 / 23

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

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the back of this form

☒ **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 the charge is
instrument. Use form MR01.



A16 *AC8568HV* 20/07/2023 #41
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

Company number 1 0 8 4 9 9 3 6
Company name in full Walsh Investment Properties Limited

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 1 7 0 7 2 0 2 3

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 Livestock (UK) Limited

Name

Name

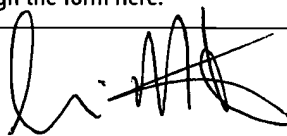
Name

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.

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. Brief description Land at The Rise, Rhuddlan Road, Rhyl LL18 2TL	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some 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 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X  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	Shian Hughes
Company name	Edward Hughes
Address	29/31 Kinmel Street
Post town	Rhyl
County/Region	Denbighshire
Postcode	L L 1 8 1 A H
Country	Wales
DX	17359 RHYL
Telephone	01745 343661



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

Land Registry Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

'Conveyancer' is a term used in this form. It is defined in rule 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.


Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: WA927278
2	Property: Land at the Rise, Rhuddlan Road, Rhyl, LL18 2TL
3	Date: 17 JULY 2023
4	Borrower: WALSH INVESTMENT PROPERTIES LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10849936 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
5	Lender for entry in the register: LIVESTOCK (UK) LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09363529 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Lender's intended address(es) for service for entry in the register: Guilden Sutton Lane, Guilden Sutton, Chester

We certify this is a true copy of the original

Quality Solicitors Edward Hughes
29/31 Kimmel Street, Rhyl, LL18 1AH
01745 342661/01492 535640
Date: 21/07/23 Signed: 

Place 'X' in any box that applies.

Add any modifications.

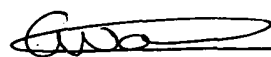
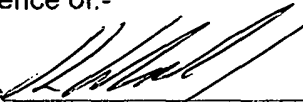
Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate: "No disposition of the Registered Estate by the Proprietor of the Registered Estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated (this charge) in favour of Livestock (UK) Limited referred to in the Charges Register
9	Additional provisions: 9.1 The sum borrowed ("the Principal sum") and repayable in full at the expiry of 24 months from the date hereof ("the Due Date") is set out in a Supplemental Deed of even date and made between the parties hereto and such sum shall attract interest at 14% per annum. 9.2 The Borrower hereby covenants with the Lender and its successor in title to comply with, observe and perform the covenants set out in the Schedule of Covenants hereto (continued on Continuation sheet attached).
10	EXECUTED as a DEED on behalf of WALSH INVESTMENT PROPERTIES LIMITED Acting by a Director  in the presence of:- Witness Signature  Full Name (Block Capitals) <u>Kevin Edwards</u> Address <u>29 Parc Morfa</u> <u>Kinmel Bay</u> Postcode <u>LL18 5LF</u>

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Land Registry CS

1. Continued from Form CH1

Title number(s) WA928278

Continued from Panel 9.

9.3 The Borrower for itself and its successors-in-title and assigns covenants by way of indemnity with the Lender to observe and perform the restrictive Covenants set out in the Schedule of Restrictive Covenants and set out in the Conveyance whereof are annexed hereto and to indemnify the Lender against any loss howsoever arising as a result of a breach or non-observance thereof and upon any said breach of non-observance to repay the sum borrowed within seven days on demand.

9.4 In default of repayment of the Principal Sum on the Due Date Interest shall apply and be added to the amount outstanding at the rate of 15% per annum payable by equal monthly instalments on the 28th day of each month commencing with the 25th calendar month from the date hereof until the date of repayment in full.

9.5 Notwithstanding anything contained above

9.5.1 the power of sale under this Charge shall be deemed to arise on the Payment Date

9.5.2 Upon the failure of the Borrower to pay any instalment within 7 days after it becomes due the whole of the Amount Secured remaining due on this security shall immediately become due and payable

9.6 Upon the payment of all sums due under this Charge the Lender will at the request of the Borrower duly discharge the security.

9.7 The Borrower further covenants with the Lender so long as any money remains owing on the security.

9.7.1 To keep all buildings for the time being comprised in the security insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repairing rebuilding or reinstating them) and in such name or names and against loss or damage due to such risks and with such Underwriters as the Lender in each case and from time to time approve and

9.7.2 To make all payments required for the purpose as and when the same become due and when required by the Lender to deliver to them the Policy or Policies of such insurance and the receipt for each such payment

9.7.3 To make all payments required and to observe all obligations required pursuant to any prior mortgage charged on the Property and to pay all rents and charges levied on the Property

9.7.4 If the Borrower fails to perform any of his obligations under this clause and if the lender takes out any insurance upon the Property or any part of it to repay to the lender on demand all payments made by them for that purpose and to pay interest at the rate of 10% per annum from the date of payment until repayment on any money not repaid on demand and all such money and interest shall be charged on the Property

9.7.5 To keep the buildings for the time being comprised in the security in good order and repair but if the Borrower fails to do so the Lender may at any time enter the said land or any part of it and execute such repairs as in the opinion of the Lender and at its sole discretion are necessary or proper without becoming liable as mortgagee in possession by doing so

9.7.6 To repay to the lender upon demand all the expenses incurred by the Lender if the lender carries out repairs under the immediately preceding sub-clause and to pay interest at the rate of 10% per annum from the date of demand until repayment on any money not repaid on demand and/or such expenses and interest shall be charged on the Property

9.7.7 all money which may be received by virtue of any insurance shall be applied in the first place in making good the loss or damage in respect of which it shall have been received

9.8 No power of Leasing conferred by any Statute shall be exercised by the Borrower except with the consent in writing of the Lender

9.9 If the Borrower without the consent of the Lender shall let or sell the property or enter into any contract (other than marriage) whereby any person acquires a right or interest to occupy the land hereby charged then the whole of the monies hereby secured shall be immediately become due and payable and the Lender may exercise all statutory powers conferred upon mortgagees by the Law of Property Act 1925 and Section 103 of that Act shall not apply to the security

9.10 The Law of Property Act 1925 Section 93 shall not apply to this Security

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10849936

Charge code: 1084 993 6 0036

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2023 and created by WALSH INVESTMENT PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2023 .

Given at Companies House, Cardiff on 25th July 2023



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**