MR01(ef)

Registration of a Charge

Companies House

Company name: **FLAMINGO LAND LIMITED**

Company number: **SC052543**

Received for Electronic Filing: **16/07/2013**

X2CP5RMA

Details of Charge

Date of creation: **12/07/2013**

Charge code: **SC05 2543 0005**

Persons entitled: **MAUREEN ANNE GIBB (AS MEMBER TRUSTEE OF THE FLAMINGO LAND LTD SELF ADMINISTERED PENSION SCHEME)**
GORDON STEWART GIBB (AS MEMBER TRUSTEE OF THE FLAMINGO LAND LTD SELF ADMINISTERED PENSION SCHEME)
VICKY SAMANTHA GIBB (AS MEMBER TRUSTEE OF THE FLAMINGO LAND LTD SELF ADMINISTERED PENSION SCHEME)

Brief description: **THE LAND SITUATE AT KIRBY MISPERTON, MALTON, NORTH YORKSHIRE SHOWN SHADED PINK AND CROSS HATCHED BLACK ON THE PLAN ATTACHED TO THE LEGAL CHARGE DATED 12 JULY 2013 TOGETHER WITH ALL FIXTURES IN OR ABOUT IT, AND ALL AND EVERY INTEREST IN IT OR IN THE PROCEEDS OF SALE OF IT THE COMPANY MAY CHARGE AT LAW OR IN EQUITY**

Contains fixed charge(s).

Contains floating charge(s) .

Notification of addition to or amendment of charge.

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:	**DENISON TILL**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 52543

Charge code: SC05 2543 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th July 2013 and created by FLAMINGO LAND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th July 2013 .

Given at Companies House, Edinburgh on 16th July 2013

Companies House

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 12th July 2013

Flamingo Land Limited (1)

and

Maureen Ann Gibb, Gordon Stewart Gibb & Vicky Samantha Gibb (2)

LEGAL CHARGE

We hereby certify this to be a true copy of the original

For and on behalf of Denison Till

Dated this 12/7/13

Denison Till
Stamford House
Piccadilly
York
YO1 9PP
Ref: KLB/77247

THIS LEGAL CHARGE is made on .... 12th July 2013

BETWEEN:

(1) **FLAMINGO LAND LIMITED** incorporated and registered in England and Wales with Company Number SC052543 whose registered office is at The Cross, Uddingston, Glasgow, G71 7ES ('the Mortgagor') and

(2) **MAUREEN ANN GIBB** of 47 Residential Site, Flamingo Land Limited, Kirby Misperton, Malton YO17 6UX, **GORDON STEWART GIBB** of The Lodge, Flamingo Land Limited, Kirby Misperton, Malton YO17 6XY and **VICKY SAMANTHA GIBB** of Flamingo Land Limited, Kirby Misperton, Malton YO17 6UX (as member trustees of Flamingo Land Limited Self Administered Pension Scheme) ('the Mortgagee').

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

1.2 'the Conveyance' means a conveyance of the Property and other land dated 31 August 1979 made between (1) Flamingo Land Limited (2) Scotia (Pleasure Parks) Limited and (3) Cragtown Consultants Limited

1.3 'the 1981 Conveyance' means a conveyance of the land numbered 2 in the First Schedule of the Conveyance and dated 28 August 1981 and made between (1) Flamingo Land Limited and (2) Noel Bulmer and Mollie Bulmer

1.4 'the Property' (subject to clause 3.2) 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

1.5 'the Secured Sums' means all money and liabilities for the time being due, owing or incurred to the Mortgagee by the Mortgagor, whether actually or contingently, solely or jointly with any other person, or as principal or surety, including sums becoming due under this charge and interest, discount commission or other lawful charges and expenses the Mortgagee may in the course of its business charge for keeping the Mortgagor's account or in respect of any of the matters specified above and so that interest shall be computed and compounded according to the usual mode of the Mortgagee as well after as before any demand made or judgment obtained

1.6 'Uncharged Land' means the property at Kirby Misperton, Malton, North Yorkshire described in the Conveyance except for the Property and the land sold pursuant to the 1981 Conveyance and the 1994 Transfer.

1.7 'the 1994 Transfer' means a transfer of the land number 8 in the First Schedule of the Conveyance and dated 11 February 1994 and made between (1) Flamingo Land Limited and (2) John Michael Myers and Carole Christine Myers

1.8 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 Mortgagee', where the context so admits, includes its successors in title and assigns.

2 Covenant to pay

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

3 Charge

3.1 The Mortgagor with full title guarantee charges the Property by way of legal mortgage as a continuing security to the Mortgagee with the payment of all money covenanted to be paid by the Mortgagor under this charge.

3.2 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 Mortgagee 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.

4.2 Payment of outgoings

The Mortgagor shall pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise

The Mortgagor must ensure that all money payable under any insurance in respect of loss or damage to the Property, whether effected or maintained pursuant to the covenants contained in this charge or otherwise, is paid to the Mortgagee or, if it is paid to the Mortgagor, must hold all money received on trust for the Mortgagee to be applied in making good the loss or damage in respect of which the money is received or, if the Mortgagee so requires, in or towards the discharge of the Secured Sums.

4.8 **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 affecting the Property and binding upon the Mortgagor.

4.9 **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 or the employment of persons in the Property, and must execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time.

4.10 **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.

4.11 **Sale etc of Property**

The Mortgagor must not sell or dispose of the Property or any estate or interest in it or share or part with possession or occupation of it.

4.12 **Perfection of security**

The Mortgagor must execute and do all such assurances and things as the Mortgagee may require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Mortgagee may think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Mortgagee or any receiver appointed by it.

4.13 **Payment of costs etc**

The Mortgagor must pay on demand, on the footing of a full indemnity by the Mortgagor from and against them, all costs, charges and expenses, whether in the nature of income or capital, incurred by the Mortgagee 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 or of the Property and the remuneration of any receiver.

5 **Statutory powers**

5.1 The statutory powers conferred upon the Mortgagee as varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser, as defined in section 205 of the Act, or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this charge.

5.2 The Mortgagor shall not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without the consent in writing of the Mortgagee previously obtained but the Mortgagee shall be entitled to grant or accept surrenders of leases without restriction after the power of sale has become exercisable.

5.3 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this security.

6 **Enforcement of security**

6.1 **Powers to be exercisable without restrictions**

Section 103 of the Act shall not apply to this security. Failing payment of the Secured Sums as and when they become due or other breach of the covenants and conditions on the Mortgagor's part contained in this charge, this security shall become enforceable and the powers conferred upon the Mortgagee by the Act and this charge immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Property.

6.2 **Appointment of receiver**

6.2.1 At any time after this security has become enforceable or if at any time the Property appears to the Mortgagee to be in danger of being taken in execution by any creditor of the Mortgagor or to be otherwise in jeopardy, the Mortgagee may by writing under the hand of any officer of the Mortgagee and without notice to the Mortgagor:

6.2.1.1 appoint any person, whether an officer of the Mortgagee or not, to be a receiver of the Property or any part of it, and

6.2.1.2 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.

6.2.2 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.

6.2.3 Any receiver so appointed shall, in addition to the powers conferred by the Act, 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 to:

6.2.3.1 take possession of, collect and get in the Property,

6.2.3.2 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,

6.2.3.3 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,

6.2.3.4 exercise all the powers conferred on the Mortgagor by any statute, deed or contract in respect of the Property,

6.2.3.5 make any arrangement or compromise in respect of the rights of the Mortgagor,

6.2.3.6 appoint employ or dismiss managers, officers, contractors or agents,

6.2.3.7 raise or borrow money, from the Mortgagee or otherwise, upon the security of the Property,

6.2.3.8 retain his remuneration and all costs charges and expenses incurred by him out of any money received by him,

6.2.3.9 do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers, and

6.2.3.10 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 Mortgagee and shall not be responsible, nor shall the Mortgagee 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.

6.3 Exercise of receiver's powers by the Mortgagee

At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Mortgagee may at its discretion and without being responsible for any loss or damage that may arise in that connection and without any consent by the Mortgagor exercise any power which a receiver appointed by it could exercise.

6.4 Sale of mortgaged premises

Where the Property is sold by the Mortgagee or any receiver appointed by the Mortgagee it may be sold either:

6.4.1 together or in parcels,

6.4.2 by public auction or private contract, and

6.4.3 for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance.

The Mortgagee or receiver may upon any sale make any special or other stipulations as to title or otherwise that the Mortgagee 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 Mortgagee 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 Mortgagee or the receiver as the case may be considers sufficient.

7 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 shall be applied in the following order of priority:

7.1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver,

7.2 in payment of the interest remaining unpaid, and

7.3 in payment of all principal money, premiums or other sums comprised in the Secured Sums, and any other surplus may be paid to the person so entitled. If the Mortgagee so determines payments may be made on account of principal, premium or other 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.

8 **Power of attorney**

The Mortgagor irrevocably and by way of security appoints each of the Mortgagee and any person nominated for the purpose by the Mortgagee in writing under hand by an officer of the Mortgagee, including every receiver appointed by it, severally 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 Mortgagee to ratify and confirm all acts or things made, done or executed by the attorney.

9 **Liability of Mortgagee or receiver**

Neither the Mortgagee nor any receiver appointed by the Mortgagee 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.

10 **Persons dealing with Mortgagee or receiver**

No person dealing with the Mortgagee 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:

10.1 whether this security has become enforceable,

10.2 whether any power exercised or purported to be exercised by it or him has become exercisable,

10.3 the propriety or purpose of the exercise of any power under this charge,

10.4 whether any money remains due on the security of this charge, or

10.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made.

The receipt of the Mortgagee 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.

11 Continuing security

11.1 This security shall be a continuing security to the Mortgagee 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.

11.2 The Mortgagee may on receiving notice that the Mortgagor has encumbered the Property close any account with the Mortgagor and open a new account, and without prejudice to any right of the Mortgagee to combine accounts no money paid in or carried to the Mortgagor's credit in the new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Mortgagee on any closed account.

11.3 If the Mortgagee does not open a new account or accounts immediately on receipt of such a notice it shall nevertheless be treated as if it had done so at the time when it received the notice, and as from that time all payments made by the Mortgagor shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Mortgagee at the time when it received the notice.

12 Default by Mortgagor

Without prejudice to any other rights and remedies of the Mortgagee 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 Mortgagee 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.

13 Indulgence

The Mortgagee may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Mortgagee under this charge, grant to the Mortgagor or to any other person time or indulgence or further credit, loans or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights it may now or subsequently have from or against the Mortgagor or any other person.

14 Demands and notices

A demand or notice under this charge shall be made in writing signed by an officer of the Mortgagee and may be served on the Mortgagor either personally or by post or email. A demand or notice by post may be addressed to the Mortgagor at his address or place of business last known to the Mortgagee (or at its registered office in the case of a company) or at an email address provided by the Mortgagor to the Mortgagee, and a demand or notice so addressed and posted or sent by email shall be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Mortgagor.

15 Representation and warranty

The Mortgagor represents and warrants to the Mortgagee 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.

16 Mortgagor Covenants

16.1 The Mortgagor so as to bind the whole and every part of the Uncharged Land covenants with the Mortgagee for the benefit of the whole and every part of the Property that the Mortgagor will not make any objection whether to H M Land Registry or otherwise following a disposal of all or part of the Property by the Mortgagee or the Receiver to the entry on the Mortgagor's Register of Title to the Uncharged Land of easements benefiting the Property over the Uncharged Land in the terms of the easements contained in the Part 1 of the Second Schedule hereto.

16.2 The Mortgagor covenants with the Mortgagee that it will not dispose of all or any part of the Uncharged Land without (in the case of a transfer or lease of the whole or any part of the Uncharged Land) reserving for the benefit of the Property easements over the Uncharged Land in the terms of the easements contained in the Second Schedule hereto or (in the case of any other disposal) first procuring that the disponee covenants directly with the Mortgagee in the terms of this clause 16.2 and (if title to the Uncharged Land is registered at H M Land Registry) the Mortgagor and the Mortgagee hereby apply to the Chief Land Registrar for the following restriction to be entered on the Register of Title of the Uncharged Land

"No disposition of the part of the registered estate shown shaded [ ] on the title plan is to be registered without the written consent of Maureen Ann Gibb of 47 Residential Site, Flamingo Land Limited, Kirby Misperton, Malton YO17 6UX, Gordon Stewart Gibb of The Lodge, Flamingo Land Limited, Kirby Misperton, Malton YO17 6XY and Vicky Samantha Gibb of Flamingo Land Limited, Kirby Misperton, Malton YO17 6UX (as member trustees of Flamingo Land Limited Self Administered Pension Scheme) that the provisions of clause 16.2 of the charge dated [ ] have been complied with."

Provided that the Mortgagee hereby confirms that the Mortgagee will within ten working days of receipt of written request for such consent provide such consent if either the easements contained in the Second Schedule shall have been properly reserved or if they are not applicable to the part of the Uncharged Land being disposed of or the disponee shall have entered into a Deed of Covenant with the Mortgagee containing a covenant substantially in the terms of this clause 16.2 together with an application to the Chief Land Registrar for a restriction to be entered upon the Register of Title of the land being acquired by the disponee in the same terms set out above.

17 **Mortgagee Covenants**

The Mortgagee covenants with the Mortgagor that it will not dispose of all or any part of the Property without reserving for the benefit of the Uncharged Land easements over the Property in the terms of the easements contained in Part 2 of the Second Schedule hereto and (if title to the Property is registered at H M Land Registry) the Mortgagee and the Mortgagor hereby apply to the Chief Land Registrar for the following restriction to be entered on the Register of Title of the Property:

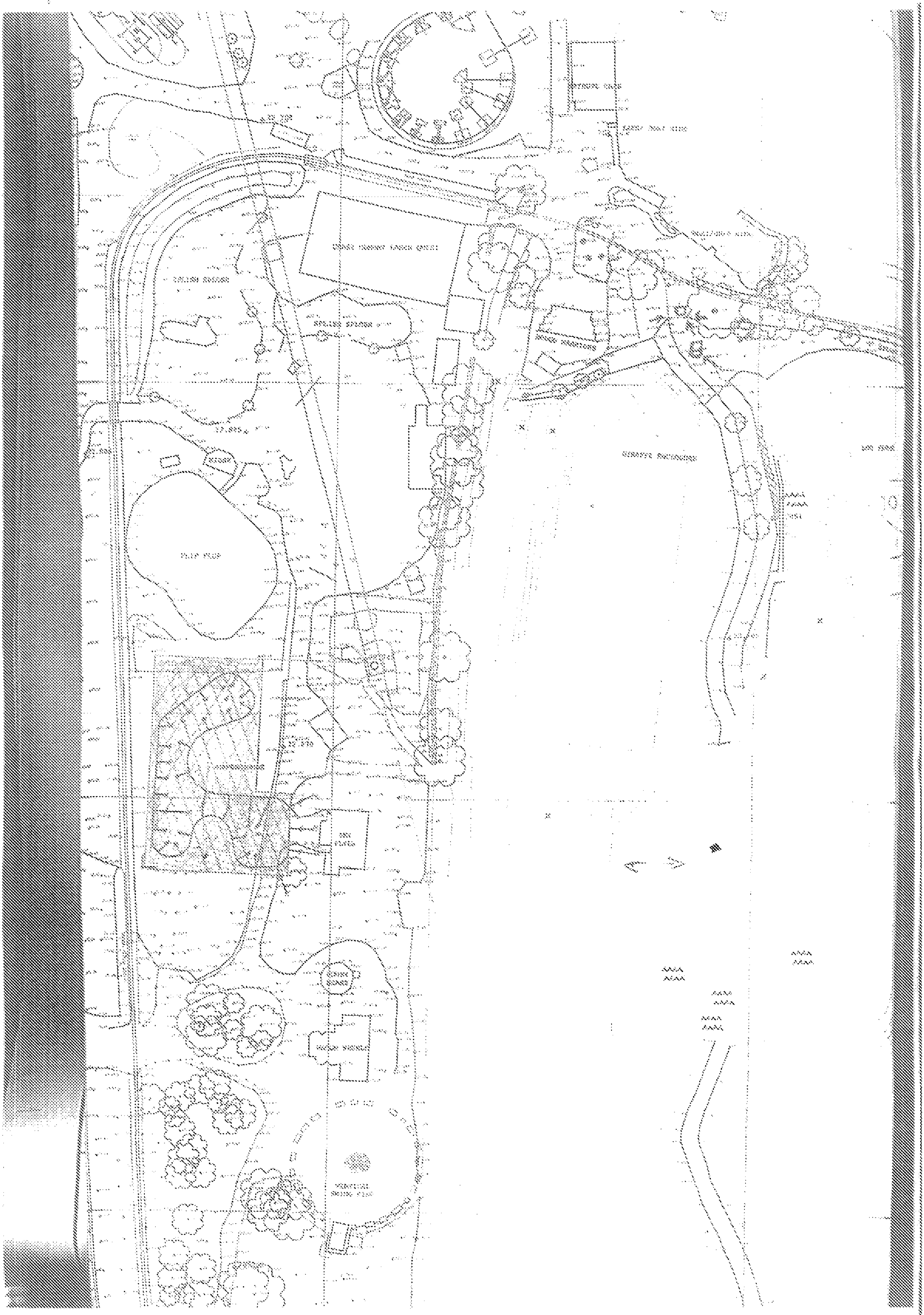
"No disposition of the part of the registered estate shown shaded pink on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the estate registered under title number [ ] or without a certificate signed by a conveyancer that the provisions of clause 17 of the charge dated referred to in the charges register have been complied with".

IN WITNESS whereof the parties have hereto executed this Deed the day and year first before written

FIRST SCHEDULE

The Property

The land situate at Kirby Misperton, Malton, North Yorkshire shown shaded pink and cross hatched black on the attached plan and forming part of the land comprised in the Conveyance


GIRAFFE ENCLOSURE

SECOND SCHEDULE

Part 1

1. A right of way at all times with or without vehicles over and along a suitable access route leading to the Property (such suitable route to be determined absolutely by the Mortgagor acting reasonably) subject to contributing a reasonable proportion towards any maintenance costs of the same to be determined according to user

2. A right to the free flow and passage of any existing services through the pipes and cables and drains now laid in, under or over the Uncharged Land and which serve the Property subject to payment of a reasonable proportion of any repair or maintenance costs to be determined according to user

3. A right to enter onto the Uncharged Land for the purposes of carrying out any repairs as may be necessary to the Property and which cannot be carried out from the Property provided always that any right of entry granted by this clause shall be exercisable upon the provision of reasonable prior notice during daylight hours only (save in the case of emergency) and all works of repair or maintenance should be carried out as quickly as quickly as reasonably practicable and all damage caused to the Uncharged Land in the exercise of such right shall be made good to the reasonable satisfaction of the owner or occupier of the Uncharged Land

4. All rights of shelter support and eavesdrop currently provided by the Uncharged Land to the Property

SECOND SCHEDULE

Part 2

1. A right of way at all times with or without vehicles over and along such parts of the Property as are unbuilt upon and lead to or connect access routes within the Uncharged Land the route of which right of way shall be designated absolutely by the owner of the Property from time to time acting reasonably subject to contributing a reasonable proportion towards any maintenance costs of the same to be determined according to user

2. A right to enter onto the Property for the purposes of carrying out any repairs as may be necessary to the Uncharged Land and which cannot be carried out from the Uncharged Land provided always that any right of entry granted by this clause shall be exercisable upon the provision of reasonable prior notice during daylight hours only (save in the case of emergency) and all works of repair or maintenance should be carried out as quickly as quickly as reasonably practicable and all damage caused to the Property in the exercise of such right shall be made good to the reasonable satisfaction of the owner or occupier of the Property.

3. A right to the free flow and passage of any existing services through the pipes and cables and drains now laid in, under or over the Property which serve the Uncharged Land subject to payment of a reasonable proportion of any repair and maintenance costs to be determined according to user.

4. All rights of shelter, support and eavesdrop currently provided by the Property to the Uncharged Land

Executed as a deed by
FLAMINGO LAND LIMITED acting by
two directors or a director and its
secretary

Director

Director OR Secretary

Signed as a deed by
MAUREEN GIBB
in the presence of:

E H LEACH
30 BEVERLEY ROAD
NORTON, MALTON.

Signed as a deed by
GORDON STEWART GIBB
in the presence of:

E H LEACH
30 BEVERLEY ROAD
NORTON, MALTON

Signed as a deed by
VICKY SAMANTHA GIBB
in the presence of:

E. H LEACH
30 BEVERLEY ROAD
NORTON, MALTON.