General Form of Order

- Financial Order



In the Family Court at CENTRAL FAMILY COURT Case Number Always quote this BV16D03406 **Applicant** Glenn Antony Armstrong Respondent Amanda Mary Flynn (formerly Armstrong) Co-Respondent Applicant's Solicitor's ref DD/AN/Armstrong Respondent's Solicitor's ref KA

The Matrimonial Causes Act 1973

The marriage of Amanda Mary Flynn (formerly Armstrong) and Glenn Antony Armstrong

ORDER MADE BY DISTRICT JUDGE DUDDRIDGE SITTING IN PRIVATE ON 8 JANUARY 2021 AT THE FAMILY COURT AT CENTRAL FAMILY COURT, FIRST AVENUE HOUSE, 42-49 HIGH HOLBORN, LONDON, WC1V 6NP

WARNING: IF YOU DO NOT COMPLY WITH THIS ORDER, YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND YOU MAY BE SENT TO PRISON, BE FINED, OR HAVE YOUR ASSETS SEIZED.

After consideration of the documents lodged by the parties.

Upon a final hearing of the applicant's application for financial remedies heard over 8 days between 2 and 11 September 2019 and upon the court handing down judgment on 14 October 2019.

The parties

1. The applicant husband is Glenn Armstrong.

The respondent is Amanda Flynn (formerly Armstrong).

Recitals

- 2. **UPON** the court having handed down judgment on 14 October 2019.
- 3. AND UPON the applicant husband being the subject of bankruptcy proceedings in the Insolvency and Companies Court, a petition for bankruptcy having been presented.
- 4. AND UPON this court wishing to ensure that any orders it makes are effective and are not rendered void by virtue of s.284(1) Insolvency Act 1986.
- 5. **AND UPON** this court confirming that in the event:

a. the insolvency court explicitly consents to the orders and undertakings for financial provision in the form appended hereto ('the order for financial remedies'), and

b. such consent is given pursuant to s.284(1) Insolvency Act 1986, and

c. the insolvency court thereby confirms that any dispositions made by the applicant husband in compliance with the orders and undertakings contained within the order for financial remedies will not be rendered void in the event the applicant husband is made bankrupt.

It will make the orders in the form appended hereto.

IT IS ORDERED THAT:

6. Application adjourned to 13th April 2021 at 11:30am, time estimate one hour.

7. In the event that the Insolvency and Companies Court provide the consent referred to at paragraph 5 above, the parties shall jointly contact the court in writing (for the attention of District Judge Duddridge) and shall confirm that the court may make the order in the form appended hereto.

8. The parties have permission to disclose this order, together with the draft order appended hereto, into the proceedings concerning the petition for the bankruptcy of the applicant husband.

9. Costs in the application.

Dated: 8th January 2021



In the Family Court No: BV16D03406 sitting at the **Central Family Court**

The Matrimonial Causes Act 1973

The Marriage of Glenn Antony Armstrong and Amanda Mary Flynn (formerly Armstrong)

DRAFT FINAL FORM FINANCIAL REMEDIES ORDER PURSUANT TO PARAGRAPH 5 OF THIS ORDER



In the Family Court sitting at the Central Family Court

No: BV16D03406

The Matrimonial Causes Act 1973

The Marriage of Glenn Antony Armstrong and Amanda Mary Flynn (formerly Armstrong)

Upon a final hearing of the applicant's application for financial remedies heard over 8 days between 2 and 11 September 2019 and upon the court handing down judgment on 14 October 2019.

FINAL ORDER NUMBER MADE BY DISTRICT JUDGE DUDDRIDGE SITTING IN PRIVATE ON [

WARNING: IF YOU DO NOT COMPLY WITH THIS ORDER, YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND YOU MAY BE SENT TO PRISON, BE FINED, OR HAVE YOUR ASSETS SEIZED.

The parties

The applicant husband is Glenn Armstrong
 The respondent wife is Amanda Flynn (formerly Armstrong)

Definitions

- 2. The "family homes" shall mean the applicant husband's property at Carisbrook House and the respondent wife's property at 24 Stone Hill.
- 3. 'Sutherland' shall mean Sutherland Investment Property Ltd, company number 07915907.
- 4. 'The outstanding HMRC liability' means the tax liability arising as referred to at paragraph 45 of the court's judgment dated 14 October 2019 being the liability as set out in emails from the tax inspectors relating to the likely income tax, interest and penalties arising between 2009 to date of this order in respect of the properties at Annex 1 to 4, such tax liability currently said to be owed by the respondent wife.
- 5. 'The matrimonial element of the outstanding HMRC liability' means the outstanding HMRC liability limited to £1,050,000 as identified in paragraph 46 of the court's judgment dated 14 October 2019 plus any interest and penalties which have accrued thereon on that sum from 14 April 2020 to date of payment.

General Agreements

- 6. The parties agree that neither of them has any legal or equitable interest in the property or assets currently in the sole name or possession of the other or owned by the other, other than as declared by the court at paragraph 32 below, and neither of them has any liability for the debts of the other, except as provided for in this order.
- 7. The parties agree that neither of them shall institute proceedings against the other under the Married Women's Property Act 1882, the Law of Property Act 1925 or the Trusts of Land and Appointment of Trustees Act 1996.
- 8. The parties agree that the contents of the family homes shall remain the absolute property of the person in whose possession they now are, save for the agreed schedule attached to this order of items to be returned to the applicant husband by the respondent wife within 42 days of the date of this order.
- 9. The parties agree that in respect of all properties that are to be sold pursuant to the terms of this order they shall cooperate with each other to ensure that the properties can be sold with vacant possession.

Recitals

- 10. Upon it being recorded that the parties are not in agreement as to whether the costs order dated 29 March 2019 remains enforceable as against the applicant husband, it being the applicant husband's case that the respondent wife agreed to forego any such costs order by way of the agreed division of the properties per Annexes 1 4 of this order and the respondent wife denying the same. And upon the court not making any determination in respect of the same, such that the parties agree that this issue remains live.
- 11. Upon the court ordering the sale of the properties in Annexe 1 to this order to meet the matrimonial element of the outstanding HMRC liability. And upon the court considering:
 - a. that the parties should be jointly responsible for the payment of the matrimonial element of the outstanding HMRC liability, and
 - b. that the respondent wife should be solely responsible for any element of the outstanding HMRC liability over and above the matrimonial element.
- 12. And upon the parties agreeing to respond expeditiously and in any event within one working day to offers made to purchase the properties in Annexe 1 and to use their best endeavours to progress the sale of these properties.

- 13. And upon the applicant husband agreeing to forthwith remove his unilateral notices from the properties in Annexe 1 so that the same can be sold.
- 14. And upon the court ordering the sale of the properties in Annexe 2 to this order, Annexe 2 having been agreed between the parties as the applicant husband's allocation of matrimonial properties to be sold, with the net sale proceeds going to Novitas in full repayment of the loan made available to the applicant husband under the facility letter dated 22 March 2018 (including any outstanding interest) and thereafter to the applicant husband.
- 15. And upon the court determining Annexe 3 to be the applicant husband's allocation of matrimonial properties to be retained by him, subject to any charges secured thereon including in favour of Novitas.
- 16. And upon the respondent wife agreeing to transfer her legal and beneficial ownership in the properties in Annexe 3 to the applicant husband upon the applicant husband securing her release from the mortgages secured thereon.
- 17. And upon the court determining Annexe 4 to be the respondent wife's allocation of matrimonial properties, subject to any charges secured thereon.
- 18. And upon the applicant husband agreeing to transfer his beneficial interest in the properties in Annexe 4 to the respondent wife forthwith and agreeing to take all reasonable steps to remove the unilateral notices registered on the properties within 30 days of the date this order.
- 19. And upon the respondent wife accepting that the finding at paragraph 42(a) of the court's judgment of 14 October 2019 that part of the applicant husband's debt in relation to Carisbrook is matrimonial in nature and has been reflected in the property allocations within the annexes attached to this order. For the avoidance of doubt both parties agree that the respondent wife is not legally liable for any of the debt secured on Carisbrook
- 20. And upon the respondent wife agreeing to transfer her shares in Sutherland to the applicant husband and to resign her directorship.
- 21. And upon it being recorded that there is a dispute between parties as to what if any sum is due to the applicant husband as represents rental income due to him pursuant to paragraph 38 of this order.
- 22. And upon the respondent wife agreeing to:
 - i) Withdraw the statutory demand that she has presented against the applicant husband in her own name; and

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ii) Take no steps regarding the statutory demand that she caused to be issued by Sutherland.

UNDERTAKINGS

You may be held to be in contempt of court and imprisoned or fined, or your assets may be seized, if you break the promises that you have given to the court. If you fail to pay any sum of money which you have promised the court that you will pay, a person entitled to enforce the undertaking may apply to the court for an order. You may be sent to prison if it is proved that you-

- (a) have, or have had since the date of your undertaking, the means to pay the sum; and
- (b) have refused or neglected, or are refusing or neglecting, to pay that sum.

I understand the undertakings that I have given, and that if I break any of my promises to the court I may be sent to prison for contempt of court.

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Undertaking not to disclose information

- 23. The parties shall not:
 - a. reveal to any third party unconnected with these proceedings (excluding any person to whom it is necessary to disclose any part of this order for the purposes of implementation or professional advice or where the parties are required to answer questions about their finances by another Court or Court Officer, or officials such as the Her Majesty's Revenue & Customs, or (in the event of bankruptcy), the Official Receiver or Trustee in Bankruptcy):
 - i. the terms of this order, and
 - ii. any of the financial particulars disclosed in these proceedings;

- b. cause or facilitate publication in any form of the terms or particulars, including on any forms of social media;
- c. take any steps as a result of which the terms or particulars are likely to become public knowledge or are reasonably foreseeable as being likely to become public knowledge; and
- d. fail to take any steps which either party may reasonably be expected to take to prevent the said terms or particulars from being public knowledge in circumstances in which they would otherwise be likely to do so.

Undertakings – Sutherland – Tax

- 24. The applicant husband agrees with the respondent wife and undertakes to the court to indemnify the respondent wife against any and all tax arising on transfer of the respondent wife's shareholding in Sutherland to the applicant husband and shall further indemnify the respondent wife and her estate in respect of any losses, claims, demands or other liabilities arising from her involvement with Sutherland as director or otherwise.
- 25. The respondent wife agrees with the applicant husband and undertakes to the court not to interfere with Sutherland or deal with her shares in Sutherland in such a way as to create a tax liability on transfer of those shares to the applicant husband that would not have otherwise arisen.

Undertakings – HMRC liability

- 26. The applicant husband agrees with the respondent wife and undertakes to the court:
 - a. to indemnify the respondent wife against one half of the matrimonial element of the outstanding HMRC liability.
 - b. That the accrued net rental income (as defined in paragraph 39 of this order) for the Annexe 1 properties pending sale shall be applied by the applicant wife towards the discharge of the matrimonial element of the HMRC liability. For the avoidance of doubt, the accrued net rental income (if any) is to be applied to the matrimonial element of the HMRC upon completion of sale of the annexe 1 properties and there is no requirement to apply the same prior.
- 27. The respondent wife agrees with the applicant husband and undertakes to the court:
 - a. to immediately apply the sum received by her pursuant to paragraph 33.h.ix below) (being the entirety of the net proceeds of sale of the Annexe 1 properties) as follows:
 - i. in payment of the matrimonial element of the outstanding HMRC liability.
 - ii. in payment of one half of the remaining balance of the said sum to the applicant husband.

- b. to indemnify the applicant husband against:
 - i. one half of the matrimonial element of the outstanding HMRC liability, plus
 - ii. any amount of the outstanding HMRC liability which exceeds the matrimonial element of the outstanding HMRC liability.
- c. That the accrued net rental income due (as defined in paragraph 39 of this order) for the Annexe 1 properties pending sale shall be applied by the applicant wife in the discharge of the matrimonial element of the HMRC liability. For the avoidance of doubt, the accrued net rental income (if any) is to be applied to the matrimonial element of the HMRC upon completion of sale of the annexe 1 properties and there is no requirement to apply the same prior.

General Undertakings - Husband

- 28. The applicant husband agrees with the respondent wife and undertakes to the court not to raise any further loans or borrowing against any of the properties listed in Annexes 2-3 unless the respondent wife has been removed from her mortgage covenants thereunder in respect of the property being refinanced.
- 29. The applicant husband agrees with the respondent wife and undertakes to the court that upon the transfer to him of the properties in Annexes 2-3, to obtain his own "Homes with Multiple Occupancy" (HMO) Licences as necessary for the properties and to obtain his own buildings insurance.

Undertaking - Indemnity - CGT re Annexe 3 if values exceed those listed

30. The applicant husband agrees with the respondent wife and undertakes to the court to fully indemnify the respondent wife against any and all of the tax arising on the transfer or sale of the properties listed in Annexe 3 to the extent only that any part of the sale or transfer price exceeds the value ascribed to the relevant property as set out in Annexe 3 to this order. The applicant husband agrees that such indemnity should be met by him in the first instance from the net sale proceeds of each relevant property. For the avoidance of doubt the respondent wife shall meet her own tax liability for that portion of the sale or transfer value that is equivalent to or less than the value stated in the annexe.

Undertaking to Maintain Status Quo

31. Until any further order of the Court providing otherwise the applicant husband agrees with the respondent wife and undertakes to the court that in respect of each property at Annexe 2 and Annexe 3 of this order, that whilst the respondent wife remains liable under her covenants secured on the mortgage of each property, to not take any steps to change the present arrangements for the management and rental collection of each property such that the same shall be collected by the respondent wife, her companies or her agents and to use his best endeavours to

ensure that the properties remain adequately tenanted (save for when it is agreed that the properties need to be vacant, such as prior to any sales).

IT IS DECLARED:

32. Upon the court making a declaration that the properties in Annexes 1-4 are held by the respondent wife on trust for her and the applicant husband as tenants in common in equal shares.

IT IS ORDERED:

Orders for sale - Annexe 1

- 33. The properties listed in the annexe to this order, named Annexe 1, shall be sold forthwith on the open market for sale and the following conditions shall apply:
 - a. the properties shall be placed on the open market for sale immediately (if not already on the open market for sale) for such prices and by such agents as may be agreed between the parties, or in default of agreement determined by the court;
 - b. the properties shall be sold for such price as may be agreed between the parties, or in default of agreement determined by the court;
 - c. the parties shall have joint conduct of the sale;
 - d. such solicitors as may be agreed between the parties, or in default of agreement determined by the court, shall have the conduct of the conveyancing work relating to the sale;
 - e. the respondent wife shall use her best endeavours to ensure vacant possession of the properties is obtained prior to completion of sale;
 - f. the respondent wife shall be responsible for notifying all tenants of the impending sales;
 - g. the applicant husband shall forthwith remove his unilateral notices from the said properties;
 - h. the proceeds of sale shall be applied as follows:
 - i. to discharge the respective mortgages and any additional borrowing secured against each property;
 - ii. in payment of the solicitors' conveyancing costs and disbursements in connection with the sale;
 - iii. in payment of the estate agents' charges;
 - iv. in payment of such amount to the respondent wife as represents her capital gains tax arising as a result of the sale.
 - v. in payment of such amount to the applicant husband as represents his capital gains tax arising as a result of the transfer of his beneficial interest in the properties and as a result of the sale;

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- vi. in payment to the respondent wife of any monies expended by her in completing works required to the property pursuant to paragraphs 34 and 35 below:
- vii. in payment to the respondent wife of a sum equivalent to mortgage payments and other relevant costs (set out in the indemnities at paragraph 46 and 47 below) not covered by rental income;
- viii. in payment to the respondent wife of any reasonable sums expended by her (with the prior written agreement of the applicant husband, such agreement not to be unreasonably withheld) in obtaining vacant possession;
- ix. in payment of the entire remaining balance to the respondent wife to be dealt with by her pursuant to her undertakings at paragraph 27 above.
- 34. If there are any works that need to be completed to ensure that any property to be sold is in a marketable condition, those works shall be organised by the respondent wife with the costs, including reasonable professional project management fees (if deemed necessary and agreed in writing by both parties, such agreement not to be unreasonably withheld), being shared equally between the parties.
- 35. Necessary works shall not be carried out and/or paid for without the written consent of both parties, such consent not to be unreasonably withheld and the respondent wife shall provide invoices to both the applicant husband's solicitors and the conveyancing solicitors.

Property Adjustment Order- Annex 1

36. By 4pm on the day prior to the completion of sale of each property in Annex 1, as ordered at paragraph 33 above, the applicant husband shall transfer to the respondent wife all his beneficial interest in each said property such that immediately prior to completion of sale the respondent wife shall be the sole legal and beneficial owner of each property.

Orders for sale – Annexe 2

- 37. The properties listed in the annexe to this order, named Annexe 2, shall be sold forthwith on the open market for sale and the following conditions shall apply:
 - a. the properties shall be placed on the open market for sale immediately (if not already on the open market for sale) for such prices and by such agents as may be appointed by the applicant husband;
 - b. the properties shall be sold for such price as may be agreed by the applicant husband reflecting reasonable market value;
 - c. the applicant husband shall have conduct of the sales;
 - d. such solicitors as may be appointed by the applicant husband shall have conduct of the conveyancing work relating to the sale;

- e. the respondent wife shall use her best endeavours to ensure vacant possession of the properties prior to completion of sale unless the purchaser wishes to purchase the property with sitting tenants;
- f. the respondent wife shall be responsible for notifying all tenants of the impending sales;
- g. the respondent wife shall continue to manage the properties pending sale (pending further order);
- h. the applicant husband shall inform the respondent wife of any key holders and otherwise use his best endeavours to ensure the respondent wife is able to adhere to the terms and conditions of the applicable insurances pending sale;
- i. the applicant husband shall ensure that he supplies insurance cover documentation for any contractors employed to undertake work to any of these properties to the respondent wife.
- j. the proceeds of sale shall be applied as follows:
 - i. to discharge the respective mortgages and any other restrictions;
 - ii. in payment of the solicitors' conveyancing costs and disbursements in connection with the sale;
 - iii. in payment of the estate agents' charges;
 - iv. in payment to the respondent wife of any sums reasonably expended by her (with the prior written agreement of the applicant husband, such agreement not to be unreasonably withheld) in obtaining vacant possession;
 - v. in full repayment to Novitas of the loan made available to the applicant husband under the facility letter dated 22 March 2018 (including any outstanding interest) and save in the event of Novitas confirming to the respondent wife that the proceeds of sale due to them can be paid otherwise;
 - vi. in payment to the respondent wife of any deficit on the applicant husband's rental account as at the date of any sale;
 - vii. in payment of the balance to the applicant husband.

Payment of rental income

- 38. Pending the sale of the properties in Annexe 2 and the transfer or sale of the properties in Annexe 3, the respondent wife shall pay to the applicant husband all of the net rental income for the properties in those annexes.
- 39. The "net rental income" shall mean the rental income after deduction of the following items:
 - a. any payments made to the respective mortgages and/or secured loans;
 - b. the respondent wife's income tax on the said rental income as determined by HMRC;

- c. a deduction of 15% for HMOs and 8% for other properties for the respondent wife to pay management fees (in accordance with the status quo);
- d. property expenses including:
 - i. any works necessary to ensure the properties meet relevant housing legislation and any lender requirements;
 - ii. general maintenance,
 - iii. service charges
 - iv. deposit returns
- e. reasonable costs associated with the instruction of third-party professionals and agents required to remove tenants from the properties, including the cost of attending court if and when required to the extent that the same costs are not included in the general management charge. For the avoidance of doubt this does not include the time costs of the respondent wife or the employees of Flynn Lettings in attending court.
- f. Insurance premiums.
- 40. The payment of the rental income to the applicant husband shall be calculated as commencing from 14 October 2019.

Transfer of properties to the applicant husband with default order for sale – Annexe 3

- 41. The respondent wife shall transfer to the applicant husband all of her legal estate and beneficial interest in each property in Annexe 3 simultaneous upon the applicant husband securing the respondent wife's release from the mortgage secured on the said property and subject to the applicant husband having removed the unilateral notices registered against the properties in Annexe 4.
- 42. In default of the applicant husband securing the respondent wife's release from her covenants under the mortgage secured on annexe 3 to this order within twelve months of the date of this order, the properties shall forthwith be sold on the open market for sale and the following conditions shall apply:
 - a. the properties shall be placed on the open market for sale immediately for such prices and by such agents as may be agreed or in default of agreement as appointed by the court;
 - b. the properties shall be sold for such price as may be agreed by the parties (on the advice of the selling agent) or in default of agreement as determined by the court;
 - c. there shall be joint conduct of the sales;
 - d. such solicitors to be agreed shall have conduct of the conveyancing work relating to the sale, or in default of agreement as appointed by the court;
 - e. the respondent wife shall use her best endeavours to ensure vacant possession of the properties prior to the exchange of contracts for sale unless the purchaser wishes to purchase the property with sitting tenants;

- f. the respondent wife shall be responsible for notifying all tenants of the impending sales;
- g. the respondent wife shall continue to manage the properties pending sale (pending further order);
- h. the applicant husband shall inform the respondent wife of any key holders and otherwise use his best endeavours to ensure the respondent wife is able to adhere to the terms and conditions of the applicable insurances pending sale;
- i. the proceeds of sale shall be applied as follows:
 - i. to discharge the respective mortgages and any other restrictions;
 - ii. in payment of the solicitors' conveyancing costs and disbursements in connection with the sale;
 - iii. in payment of the estate agents' charges;
 - iv. in payment to the respondent wife of any sums reasonably expended by her (with the prior written agreement of the applicant husband, such agreement not to be unreasonably withheld) in obtaining vacant possession;
 - v. in payment to the respondent wife of any deficit on the applicant husband's rental account as at the date of any sale;
 - vi. in payment to the respondent wife of any sums due to her pursuant to the applicant husband's indemnity provided at paragraph 30 above.
 - vii. in payment of the balance to the applicant husband.

Procure release from mortgage and indemnify – Annexe 3

43. The applicant husband must procure the release of the respondent wife from any liability under the respective mortgages over the properties in Annexe 3 on or before completion of the transfer provided for by paragraph 41 above. In any event, as set out in paragraph 49 below, the applicant husband shall indemnify the respondent wife against all such liability.

Transfer of properties to the respondent wife – Annexe 4

- 44. The applicant husband shall transfer to the respondent wife all his beneficial interest in the properties in Annexe 4 within seven days of the date of this order.
- 45. The applicant husband shall remove the unilateral notices registered against the properties in Annexe 4 within thirty days of the date of this order.

Payment of mortgage and outgoings – Annexe 1 – applicant to indemnify respondent for one half of the outgoings

- 46. Pending the sale of the properties in Annexe 1, and in respect of those properties, the respondent wife shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify the applicant husband against:
 - a. one half of all interest, capital repayments and arrears falling due in respect of the respective mortgages;

- b. one half of all sums due in respect of council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums.
- c. One half of all the expenses listed at paragraph 39 above.

For the avoidance of doubt, in the first instance the respondent wife will pay the same from the rental income received from the said properties.

Payment of mortgage and outgoings – Annexe 1 – respondent to indemnify the applicant for one half of the outgoings

- 47. Pending the sale of the properties in Annexe 1, and in respect of those properties, the applicant husband shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify the respondent wife against:
 - a. one half of all interest, capital repayments and arrears falling due in respect of the respective mortgages;
 - b. one half of all sums due in respect of council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums.
 - c. one half of all the expenses listed at paragraph 39 above.

For the avoidance of doubt, in the first instance the respondent wife will pay the same from the rental income received from the said properties.

Payment of mortgages and outgoings - Annexe 2

- 48. From the date of this order and in respect of the properties in Annexe 2 the applicant husband shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify the respondent wife against:
 - a. all interest, capital repayments and arrears falling due in respect of the respective mortgages;
 - b. all sums due in respect of council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums.
 - c. all the expenses listed at paragraph 39 above.

For the avoidance of doubt, in the first instance the respondent wife will pay the same from the rental income received from the said properties.

Payment of mortgage and outgoings – Annexe 3

- 49. From the date of this order and in respect of the properties in Annexe 3, the applicant husband shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify the respondent wife against:
 - a. all interest, capital repayments and arrears falling due in respect of the respective mortgages;

- b. all sums due in respect of council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums.
- c. all the expenses listed at paragraph 39 above.

For the avoidance of doubt, in the first instance the respondent wife will pay the same from the rental income received from the said properties.

Payment of mortgages and outgoings - Annexe 4

- 50. From the date of this order and in respect of the properties in Annexe 4, the respondent wife shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify the applicant husband against:
 - a. all interest, capital repayments and arrears falling due in respect of the respective mortgages;
 - b. all sums due in respect of council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums.

Property Adjustment Order – Shares

51. The respondent wife shall forthwith transfer her shares in Sutherland to the applicant husband and shall simultaneously resign as director.

Payment of debt on 9 Kenchester and 15 Dulverton Drive

52. From the date of this order, the applicant husband shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify the respondent wife against the sums due under the loan agreement with Graham Durbin over 9 Kenchester and Lorna Reynolds over 15 Dulverton Drive.

Indemnity as to loans from Mr and Mrs Clynes

53. The applicant husband shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify the respondent wife against any sums due under the loan agreements with Kevin Edward Clynes and Sonya Clynes.

Clean break: capital and income

54. Except as provided for in this order the parties' claims for periodical payments orders, secured periodical payments orders, lump sum orders, property adjustment orders, pension sharing orders and pension attachment orders shall be dismissed, and they shall not be entitled to make any further application in relation to the marriage for an order under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) and they shall not be entitled on the respondent's death to apply for an order under the Inheritance (Provision for Family and Dependants) Act 1975, section 2.

Permission to disclose - bankruptcy proceedings

55. The applicant husband has permission to disclose this order, and the agreed press statement into the proceedings concerning the petition for his bankruptcy.

Permission to Disclose – other

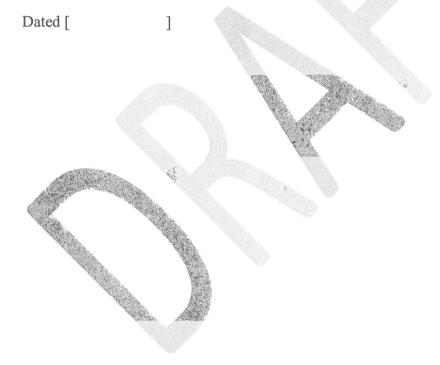
56. The parties have permission to disclose this order to HMRC, the mortgage lenders with mortgages secured on the properties at Annexes 1-4 and Graham Durbin, Lorna Reynolds and Stephen Edwards.

Costs

57. Without prejudice to the issue of the enforceability of the order for costs dated 29 March 2019 (as set out in the recitals at above), there shall be no order for costs.

Liberty to apply

58. The parties shall have liberty to apply to the court concerning the implementation and timing of the terms of this order only.



SCHEDULE

- 1. The Respondent's Stamp Collection;
- 2. The Respondent's 18th Birthday gold ingot;
- 3. 1966 world cup memorabilia, (if this remains in the respondent wife's possession).
- 4. 1996 BMW M3
- 5. Cherished number plate 'G1 ENA'



- 1. 13 Conway Crescent, Bletchley (MK3 6AR) Title Number: BM229721
- 2. 14 The Limes, Bletchley (MK2 2JN) Title Number: BM69833
- 3. 15 Crane Way, Cranfield (MK43 0HW) Title Number: BD178841
- 4. 17 Holmewood, Furzton (MK4 1AR) Title Number: BM64633
- 5. 23 Melton, Stantonbury (MK14 6BH) Title Number: BM49667
- 24 Enfield Close, Houghton Regis, Dunstable and garage (LU5 5PJ) Title
 Number: BD232377
- 7. 24 Lanfranc Gardens, Bolbeck Park (MK15 8PA) Title Number: BM185432
- 8. 24a Lanfranc Gardens, Bolbeck Park (MK15 8PA) Title Number: BM185432
- 9. 28 Wallingford, Bradville (MK13 7DP) Title Number: BM134850
- 10. 3 Forthill Place, Shenley Church End (MK5 6FS) Title Number: BM300403
- 11. 30 Crosslands, Stantonbury (MK14 6AX) Title Number: BM173362
- 12. 31 Hodge Lea Lane, Hodge Lea (MK12 6JB) Title Number: BM248655
- 13. 5 Melick Road, Beanhill (MK6 4LT) Title Number: BM197454
- 14. 50 Tadmarton, Downhead Park (MK15 9BD) Title Number: BM92647
- 15. 57A Barton Avenue, Romford (RM7 0NB) Title Number: EGL161765
- 16. 6 Enterprise Lane, Campbell Park (MK9 4AP) Title Number: BM265544
- 17. 6 Sussex Road, Bletchley, Milton Keynes (MK3 7EN) Title Number: BM65152
- 18. 62 Strangford Drive, Bletchley (MK2 3PT) Title Number: BM281703
- 19. 7 Martin Close, Neath Hill, Milton Keynes (MK14 6JG) Title Number : BM63285
- 20. 74 Redbridge, Stantonbury (MK14 6BS) Title Number: BM142863

- 1. 1 Burnet, Stantonbury (MK14 6AJ) Title Number: BM135491
- 2. 1 Inverness Close, Bletchley (MK3 7SP) Title Number: BM45574
- 3. 13 Esk Way, Bletchley (MK3 7PW) Title Number: BM37401
- 4. 18 Cleveland, Bradville (MK13 7BA) Title Number: BM133212
- 5. 20 Trubys Garden, Coffee Hall (MK6 5HA) Title Number: BM122876
- 6. 4 Medale Road, Beanhill (MK6 4LX) Title Number: BM178562
- 7. 42 Crosslands, Stantonbury (MK14 6AX) Title Number: BM171471
- 8. 43 Reeves Croft, Hodge Lea (MK12 6DB) Title Number: BM272252
- 9. 49 Middlesex Drive, Bletchley (MK3 7HS) Title Number: BM289527
- 10. 5 Martin Close, Neath Hill and garage, (MK14 6JG) Title Number: BM62833
- 11. 50 Avon Grove, Bletchley (MK3 7BT) Title Number: BM256332
- 12. 64 Caernarvon Crescent, Bletchley (MK3 7DP) Title Number: BM76172
- 13. 65 Waterside, Peartree Bridge (MK6 3DE) Title Number: BM183825

		Gross	
	Address	Title No	Value
1	13 Trueman Place, Oldbrook (MK6 2HE)	BM65960	£285,000
2	14 Goring, Stantonbury (MK14 6AS)	BM167867	£190,000
3	15 Bettina Grove, Bletchley (MK2 3AW)	BM308254	£235,000
4	161 Broadlands, Netherfield (MK6 4HN)	BM320316	£160,000
5	21 Buckby, Tinkers Bridge and parking space (MK6 3DP)	BM296911	£160,000
6	34 Farmborough, Netherfield (MK6 4HG)	BM265356	£155,000
7	35 Leven Close, Bletchley (MK2 3DS)	BM274833	£170,000
8	42 Peel Road, Wolverton (MK12 5AX)	BM333882	£250,000
9	476 Whaddon Way, Bletchley (MK3 7LD)	BM32606	£265,000
10	58 Farmborough, Netherfield (MK6 4HG)	BM132720	£150,000
11	66 Tiffany Close, Bletchley (MK2 3NA)	BM47711	£225,000
12	19 Cawarden, Stantonbury (MK14 6AH)	BM317790	£200,000
13	The Red House Cottage, Tattenhoe Lane, Bletchley (MK3)	BM160045	£365,000
	7RB)		
14	17 Stamford Avenue, Springfield (MK6 3JX)	BM291371	£240,000
15	22 Berwick Drive, Bletchley (MK3 7NB)	BM61047	£80,000
16	31 Aldermead, Stacey Bushes (MK12 6HN)	BM184475	£200,000
17	37 Trubys Garden, Coffee Hall (MK6 5HA)	BM161103	£290,000
18	15 Dulverton Drive, Furzton (MK4 1HX)	BM273172	£225,000
19	21 Edensor Terrace, Longton (ST3 2RE)	SF215825	£0
20	28 Sheelin Grove, Bletchley (MK2 3PQ)	BM279807	£160,000
21	87 St Clements Drive, Bletchley (MK3 5EJ)	BM77400	£100,000
22	9 Kenchester, Bancroft (MK13 0QP)	BM339719	£150,000

- 1. 1 Bunsty Court, Stony Stratford (MK11 1NJ) Title Number: BM184647
- 101 Myrtle Bank, Stacey Bushes and garage (MK12 6HJ) Title Number:
 BM104774
- 3. 103a Bradwell Road, Bradville (MK13 7AW) Title Number: BM96429
- 4. 12 Jennings, Stantonbury (MK14 6AN) Title Number: BM137981
- 5. 14 Kinloch Place, Bletchley (MK2 3NN) Title Number: BM132740
- 6. 14 Lamberts Croft, Greenleys (MK12,6AS) Title Number: BM137856
- 7. 15 Ramsgill Court, Heelands (MK13 7LS) Title Number: BM118333
- 8. 16 Buckingham Gate, Eaglestone and garage (MK6 5AA) Title Number : BM49595
- 9. 17 Monro Avenue, Crownhill (MK8 0BB) Title Number: BM96234
- 10. 17 Rowle Close, Stantonbury (MK14 6BJ) Title Number: BM124309
- 11. 18 Jennings, Stantonbury (MK14 6AN) Title Number: BM124338
- 12. 185 Granby Court, Bletchley (MK1 1NQ) Title Number: BM230706
- 13. 19 Temple, Stantonbury (MK14 6AW) Title Number: BM117943
- 14. 195 Beadlemead, Netherfield, Milton Keynes (MK6 4HU) Title Number: BM101266
- 15. 2 Stantonbury Close, New Bradwell (MK13 0EY) Title Number: BM123812
- 16. 21 Henley Close, Houghton Regis, Dunstable (LU5 5SA) Title Number : BD92834
- 17. 22 Wiltshire House, Angus Drive, Bletchley (MK3 7NQ) Title Number : BM288001
- 18. 23 Ramsgill Court, Heelands and parking space (MK13 7LS) Title Number: BM176593

- 19. 230 Farthing Grove, Netherfield (MK6 4HW) Title Number: BM173684
- 20. 25 Norbrek, Two Mile Ash and parking space (MK8 8AT) Title Number: BM71247
- 21. 29 Derwent Drive, Bletchley, Milton Keynes (MK3 7BG) Title Number: BM279490
- 22. 29 Gibbwin Flat 1, Great Linford (MK14 5DP) Title Number: BM261994
- 23. 29 Gibbwin Flat 2, Great Linford (MK14 5DP)Title Number: BM261994
- 24. 3 Norbrek, Two Mile Ash and parking space (MK8 8AT) Title Number:
 BM72208
- 25. 30 Buckingham Gate, Eaglestone and garage (MK6 5AA) Title Number : BM49384
- 26. 33 Simnel, Beanhill (MK6 4LN) Title Number: BM285170
- 27. 38 Moorfoot, Fullers Slade (MK11 2BD) Title Number: BM161792
- 28. 38 Scatterill Close, Bradwell and parking space (MK13 9DN)
- 29. 39 Crispin Road, Bradville, (MK13 7BS) Title Number: BM118792
- 30. 4 Golden Drive, Eaglestone (MK6 5BJ) Title Number: BM124397
- 31. 4 Townlands Crescent, Wolverton Mill (MK12 5GS) Title Number :
 BM332752
- 32. 51 Bradwell Road, Bradville (MK13 7AX) Title Number: BM236765
- 33. Second Floor Flat A, 51 Appleyard Place, Oldbrook, Milton Keynes (MK6 2PW) Title Number: BM327969
- 34. First Floor Flat B, 51 Appleyard Place, Oldbrook, MiltonKeynes (MK6 2PW)

 Title Number: BM327968
- 35. Ground Floor Flat C, 51 Appleyard Place, Oldbrook (MK6 2PW) Title

 Number: BM337909

- 36. 53 Beadlemead, Netherfield (MK6 4HF) Title Number: BM288659
- 37. 54 Rosedale Road, Kingsthorpe (NN2 7QF) Title Number: NN224367
- 38. 58 White Alder, Stacey Bushes (MK12 6HF) Title Number: BM184364
- 39. 60 White Alder, Stacey Bushes and parking space (MK12 6HF) Title Number : BM128462
- 40. 69 Tanfield Lane, Broughton and parking space (MK10 9NJ) Title Number : BM331750
- 41. 8 Marshworth, Tinkers Bridge, Milton Keynes (MK6 3DA) Title Number : BM125734
- 42. 8 Summergill Court, Heelands (MK13 7LU) Title Number: BM238682
- 43. 80a Mullen Avenue, Downs Barn and garage (MK14 7LG) Title Number : BM283370
- 44. 82 Sheelin Grove, Bletchley (MK2 3PQ) Title Number: BM133061
- 45. 89 Beadlemead, Netherfield (MK6 4HU) Title Number: BM321216
- 46. 15 Trueman Place, Oldbrook, Milton Keynes (MK6 2HE) Title Number: BM66968
- 47. 23 Arrow Place, Bletchley (MK2 3PE) Title Number: BM287178
- 48. 3 Bridgeway, New Bradwell (MK13 0ES) Title Number: BM249405
- 49. 50 Troutbeck, Peartree Bridge, Milton Keynes (MK6 3ED) Title Number: BM185666
- 50. Forest Field, Puxley Road, Deanshanger (MK19 6LR) Title Number:
 BM312193
- 51. 2 Lanner Walk, Eaglestone and garage (MK6 5BT) Title Number: BM62126
- 52. 28 Gibbwin, Great Linford (MK14 5DP) Title Number: BM303211

- 53. 11 Bransgill Court, Heelands and parking space (MK13 7LN) Title Number:

 BM217550
- 54. 5 Regent Street, Bletchley (MK2 2UD) Title Number: BM322518
- 55. 66 Arncliffe Drive, Heelands (MK13 7LH) Title Number: BM109401
- 56. 239 Brocksford Street, Stoke-on-Trent (ST4 3EB) Title Number: SF483299
- 57. 79 Tranlands Brigg, Heelands (MK13 7NX) Title Number: BM284517
- 58. 15 Brent, Tinkers Bridge and car port (MK6 3DL) Title Number: BM107637
- 59. 65 Sheelin Grove, Bletchley (MK2 3PG) Title Number: BM293502



Notice of Hearing



In the Family Court at CENTRAL FAMILY COURT					
Case Number Always quote this	BV16D03406				
Applicant	Glenn Antony Armstrong				
Respondent	Amanda Mary Flynn (formerly Armstrong)				
Co-Respondent	Un Named Woman				
Applicant's Solicitor's ref	DD/AN/Armstrong				
Respondent's Solicitor's ref	KA				

The marriage of Amanda Mary Flynn (formerly Armstrong) and Glenn Antony Armstrong

Take Notice that

The Mention hearing will be heard by

District Judge Duddridge in chambers at the Family Court at Central Family Court, First Avenue House, 42-49 High Holborn, London, WC1V 6NP

on 13th April 2021

at 11:30am

The probable length of the hearing is 1 hour

Warning Notices

- 1. The next hearing will be a CVP hearing which will be in private. No person apart from the parties and their legal representatives may be present at the time of the CVP hearing.
- 2. All attendees at the remote hearing are warned that they must not in any way record the CVP hearing as pursuant to S9 Contempt of Court Act 1981 such action will be a contempt of court which may be punishable by fine or imprisonment. All parties to these proceedings are to e-mail <u>cfc.hearings@justice.gov.uk</u> with their contact details at least 24 hours before the hearing.

Every effort is made to ensure that hearings start either at the time specified or as soon as possible thereafter. However sometimes delays are unavoidable.

Dated: 5th February 2021