

506098/13

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

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

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 there is no instrument. Use form MR01

For further information, please refer to our guidance at www.companieshouse.gov.uk

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 scanned and placed on the public record

WEDNESDAY



A41 *A3MYAOG8* #66
17/12/2014
COMPANIES HOUSE

1 Company details

Company number 0 4 6 8 1 7 0 2

Company name in full YMDDIRIEDOLAETH ATGYFNERTHU TREFTADAETH SIR GAR

8 [] [] [] For official use

→ Filing 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 0 1 / 1 2 / 2 0 1 4

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 Merthyr Tydfil County Borough Council

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

MRO1
Particulars of a charge

4	Description Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
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Description	Land and buildings on the north-west side of Pontmorlais West, Merthyr Tydfil	
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5	Fixed charge or fixed security Does the instrument include a fixed 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	
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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	
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7	Negative Pledge Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
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MRO1
Particulars of a charge

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

¹ This statement may be filed after the registration of the charge (use form MR06)

9

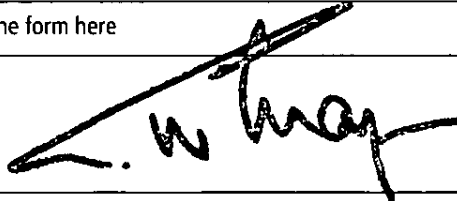
Signature

Please sign the form here

Signature

Signature

X

A handwritten signature in black ink, appearing to read "L. W. May", is written across the signature line. The signature is slanted upwards from left to right.

X

This form must be signed by a person with an interest in the charge

MRO1

Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Pauline Dorricott, Legal Division**

Company name **Merthyr Tydfil CBC**

Address **Civic Centre**

Castle Street

Post town **Merthyr Tydfil**

Country/Region **Merthyr Tydfil**

Postcode **C F 4 7 8 A N**

Country **South Wales**

DX

Telephone **01685 725283**

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 £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4681702

Charge code: 0468 1702 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2014 and created by YMDDIRIEDOLAETH ATGYFNERTHU TREFTADAETH SIR GAR was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th December 2014.

P

Given at Companies House, Cardiff on 23rd December 2014



Companies House



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

DATED 1st December

2014

I certify that this document is a true and exact copy of the original

(1) YMDDIRIEDOLAETH ATGYFNERTHU
TREFTADAETH SIR GAR

Rebecca Bow

(2) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL

R.L. Bow

S. Lewis

2/12/14

LEGAL CHARGE
RELATING TO

LAND AND BUILDINGS ON NORTH-WEST SIDE OF
PONTMORLAIS WEST, MERTHYR TYDFIL CF47 8RF
(FORMER YMCA BUILDINGS)

Legal Services
Merthyr Tydfil County Borough Council
Civic Centre
Castle Street
Merthyr Tydfil
CF47 8AN

THIS DEED OF LEGAL CHARGE made on this 1st day of December 2014

BETWEEN

- (1) **THE MORTGAGOR** YMDDIRIEDOLAETH ATGYFNERTHU
TREFTADAETH SIR GAR (Company
Registration No 0481702) of Llanelly
House, Bridge Street, Llanelli,
Carmarthenshire SA15 3UF
- (2) **THE MORTGAGEE** MERTHYR TYDFIL COUNTY BOROUGH
COUNCIL of Civic Centre Castle Street
Merthyr Tydfil CF47 8AN

WHEREAS pursuant to the Agreement the Mortgagor has agreed to execute this Charge in favour of the Mortgagee as security for the liabilities of the Mortgagor to the Mortgagee under the Agreement

WITNESSETH as follows

1 Definitions and interpretations

The following expressions shall (unless the context otherwise requires) have the following definitions and/or interpretations

"the Agreement" shall mean a property development grant offer letter signed on the 14th February 2014 made between (1) the Mortgagee and (2) the Mortgagor whereby the Mortgagee agreed to provide to the Mortgagor a grant subject to the terms and conditions set out therein

"this Charge" shall mean this Deed of Legal Charge as from time to time varied or supplemented whether by deed or otherwise and which shall remain in force for a period of 10 years from the date hereof

"LPA 1925" shall mean the Law of Property Act 1925

"the Property" shall have the meaning ascribed to it in the First Schedule to this Charge and shall include all additions thereto and all fixtures and fittings in the nature of fixtures now or hereafter in or about the Property and shall include any part or parts thereof

"Secured Obligations" shall mean all monies obligations and liabilities from time to time due owing or incurred by the Mortgagor to the Mortgagee under or pursuant to the Agreement

- 1.1 The expressions "the Mortgagee" and "the Mortgagor" shall have the meanings respectively ascribed to them at the commencement of this Charge and shall include their respective successors in title and assigns and covenants entered into by the Mortgagor are entered into by the Mortgagor for and on behalf of the Mortgagor and the successors in title and assigns of the Mortgagor

- 1 2 Where "the Mortgagor" includes two or more persons or bodies the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or such bodies shall be deemed to be the default of all
- 1 3 The Clause headings do not form part of this Charge and shall not be taken into account in the construction or interpretation thereof
- 1 4 Reference to any Act or legislation includes reference to that Act or legislation as for the time being amended replaced or re-enacted and includes reference to any subordinate legislation order regulation or direction made under or by virtue of that Act or legislation
- 1 5 The singular includes the plural and vice versa and words importing one gender only include all other genders
- 1 6 Where a restrictive obligation is imposed on the Mortgagor it shall be deemed to include an obligation on the Mortgagor not to permit or suffer such restrictive obligation to be breached by any other person
- 1 7 This Charge incorporates the Schedules annexed hereto

2 Charge

The Mortgagor with full title guarantee and as a continuing security hereby charges the Property in favour of the Mortgagee by way of legal mortgage as security for the payment and discharge of the Secured Obligations

3 Perform Agreement

The Mortgagor hereby covenants with the Mortgagee that it shall duly and punctually perform and discharge all its obligations and liabilities under or pursuant to the Agreement

4 Repair and Insurance

The Mortgagor shall keep the Property in a good and substantial repair and condition and will keep it insured against the normal comprehensive risks with an insurance company or underwriters of repute and in their full reinstatement value from time to time to the satisfaction of the Mortgagee. The said insurance shall be in the sole name of the Mortgagor with the interest of the Mortgagee being noted on the policy. If the Mortgagor fails to maintain or insure the Property the Mortgagee may do so at the expense of the Mortgagor (and any costs and expenses so incurred by the Mortgagee shall form part of the Secured Obligations) without thereby becoming a Mortgagee in possession. If the Property is leasehold and the property insurance is the obligation of the Landlord of the Property then if the Mortgagor shall procure the due compliance by the Landlord with its insuring the obligations the Mortgagor shall be deemed to have complied with the Mortgagor's obligations under this Clause in relation to the Property

5 Restrictions on Disposal etc

The Mortgagor agrees that during the subsistence of this security it will not without the prior written consent of the Mortgagee

5 1 sell or dispose of the Property,

5 2 grant any lease of the Property at a premium reserving less than the open market rent of the Property with vacant possession with the intention of realising the capital value of the Property

5 3 mortgage charge or otherwise encumber the Property

6 Compliance with legislation

The Mortgagor shall observe and perform all covenants and all statutory requirements affecting the Property

7 Powers of Sale

Section 103 of the LPA 1925 shall not apply to this Charge and the statutory power of sale and other powers shall be exercisable at any time after demand

8 Rights of Enforcement

The Secured Obligations shall be deemed to have become due within the meaning of Section 101 of the LPA 1925 immediately upon a demand for repayment being served by the Mortgagee

9 Power to Appoint and Powers of Receiver

At any time after the Mortgagee has made demand for the payment or other discharge of any of the Secured Obligations or after any breach by the Mortgagor of any provision of the Agreement or of this Charge or if requested by the Mortgagor the Mortgagee may without further notice appoint one or more persons to be a receiver or receivers of the Property Any such appointment may be made in writing under the hand of any officer of the Mortgagee Any receiver so appointed shall be the agent of the Mortgagor who shall be solely responsible for his acts and defaults and for the payment of his remuneration costs charges and expenses Such remuneration shall be at the rate agreed between the Mortgagee and the receiver and Section 109(6) of the LPA 1925 is hereby excluded Any receiver appointed hereunder shall have all the powers conferred by statute on receivers in addition to the following express powers

9 1 to take possession of the Property

9 2 to alter improve develop complete construct modify refurbish or repair any building or land forming part of the Property

9 3 to sell lease or otherwise dispose of or deal with the Property

- 9 4 to take any proceedings as he shall think in respect of the Property
- 9 5 to conduct any business carried on or in the opinion of the Mortgagee or any receiver capable of being carried on in or from the Property
- 9 6 to enter into any agreement arrangement or compromise as he shall think fit
- 9 7 to insure the Property as he shall think fit
- 9 8 to appoint employees managers officers and workmen
- 9 9 to raise or borrow money ranking for payment in priority to the security constituted by this Charge
- 9 10 to do all such other things as may seem to be necessary or beneficial for the realisation of the security hereby constituted

All or any of the powers hereby or otherwise conferred on the receiver may be exercised by the Mortgagee without first appointing a receiver or notwithstanding any appointment

10 **Power of Attorney**

The Mortgagor hereby irrevocably appoints the Mortgagee and any nominee of the Mortgagee and/or the receiver and any nominee of the receiver jointly and also severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) and in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign seal and execute deliver perfect and do all deeds instruments acts and things which may be required by the Mortgagee or the receiver for the purposes of this Charge or the exercise of any of the powers granted hereby

11 **Further Assurance**

The Mortgagor shall do all such acts and things and shall execute all such assurances and instruments as the receiver shall reasonably require in the exercise of any of the powers hereby conferred upon him

12 **Consolidation**

Section 93 of the LPA 1925 (restricting the Mortgagee's right of consolidation) shall not apply to this Charge

13 **Notices**

Notices and demands by the Mortgagee may be given or served

- 13 1 personally or by leaving the same at the registered office or last known address of the person to be served which shall thereupon be good and effective service

13 2 by first class pre-paid post Service shall be deemed to have been effected 2 working days after posting

13 3 in the case of a deceased Mortgagor on his personal representatives notwithstanding that no grant of representation has been made of his estate in England and Wales if the notice is addressed to the deceased Mortgagor by name or to his personal representatives by title and is left at or sent by first class pre- paid post or by telex facsimile or other electronic means to the usual or last known address of the deceased Mortgagor

When sending by post service shall be deemed to have been effected 2 working days after posting

14 Indemnity for Costs etc

The Mortgagor shall indemnify the Mortgagee in respect of all reasonable and proper costs and expenses (including without limitation legal costs) incurred by the Mortgagee in connection with any enforcement of the Mortgagee's rights hereunder and any amounts which the Mortgagor shall be liable to pay to the Mortgagee under this Clause shall form part of the Secured Obligations

15 Certification

A certificate by an officer of the Mortgagee as to the amount for the time being due in respect of the Secured Obligations shall be (in the absence of manifest error) conclusive evidence for all purposes against the Mortgagor

16 H M Land Registry Restriction

The Mortgagor requests the Chief Land Registrar to enter restrictions on the Register of any registered land hereby charged that -

"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 Merthyr Tydfil County Borough Council (for the attention of the Head of Legal Services) of Civic Centre, Castle Street, Merthyr Tydfil CF47 8AN or its conveyancer"

17 Delivery

This Charge is intended to be and is hereby delivered on the date hereof

18 Enforcement by Third Parties

The parties to this Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

19 **Law and Jurisdiction**

This Charge is governed by and shall be construed in accordance with the laws of England and Wales and the Mortgagor submits to the exclusive jurisdiction of the courts of England and Wales

FIRST SCHEDULE

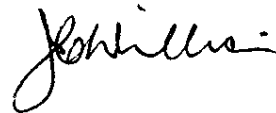
The Property

The Property shall mean all that piece or parcel of land known as Land and Buildings on the North-West Side of Pontmorlais West, Merthyr Tydfil CF47 8RF (Former YMCA Buildings) which is registered with absolute title at the Land Registry under Title Number WA555509

IN WITNESS WHEREOF the parties to this Agreement have executed this document as a Deed on the day and year first above written

Signed as a Deed of behalf of
YMDDIRIEDOLAETH ATGYFNERTHU TREFTADAETH SIR GAR

by JOHN CONRAD WILLIAMS



in the presence of

Signature

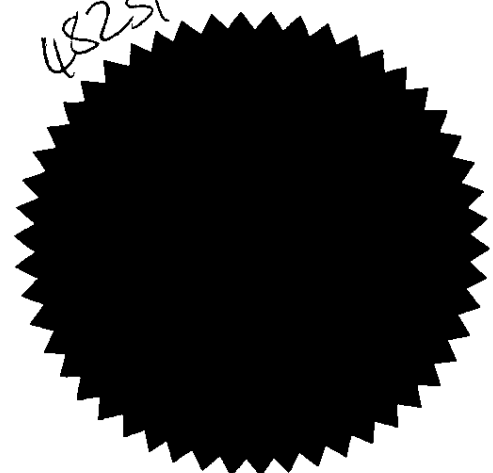


Full Name

ALISON SOCA

The Common Seal of
MERTHYR TYDFIL COUNTY BOROUGH COUNCIL
was hereunto affixed
in the presence of

4823/14



Authorised Signatory