

364749 / 23

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

MR01

Particulars of a charge



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

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

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 MR02.

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

This form **must be delivered to the Registrar for registration** **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. The copy must be scanned and placed on the public record. **Do not send the original.**

THURSDAY



A18 *A6JANN48* 16/11/2017 #194
COMPANIES HOUSE

1 Company details

Company number 0 4 6 8 1 7 0 2

Company name in full CAMBRIAN HERITAGE REGENERATION TRUST LTD ✓

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 d 0 d 7 m 1 m 1 y 2 y 0 y 1 y 7

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 CARMARTHENSHIRE COUNTY 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.

MR01
Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space.

Brief description

ALL THAT LEASEHOLD LAND AND BUILDING KNOWN AS LLANELLY HOUSE 20 VAUGHAN STREET LLANELLI CARMARTHENSHIRE SA15 3TY REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER CYM472896

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

Yes

No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

Yes Continue

No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

Yes

No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

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 *Linda Rees-Jones* X
HEAD OF ADMINISTRATION and LAW
CARMARTHENSHIRE COUNTY COUNCIL

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

MRO1

Particulars of a charge

 **Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name *Ann Evans*

Company name *Carmarthenshire County Council*

Address *County Hall*

Post town *Carmarthen*

County/Region *Carmarthenshire*

Postcode

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Country

DX *744630 Carmarthen 10*

Telephone *01267224892*

 **Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

 **Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You have included a certified copy of the instrument with this form.
- You have entered the date on which the charge was created.
- You have shown the names of persons entitled to the charge.
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- You have given a description in Section 4, if appropriate.
- You have signed the form.
- You have enclosed the correct fee.
- Please do not send the original instrument; it must be a certified copy.

 **Important information**

Please note that all information on this form will appear on the public record.

 **How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

 **Where to send**

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

 **Further information**

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

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



DX

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4681702

Charge code: 0468 1702 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2017 and created by CAMBRIAN HERITAGE REGENERATION TRUST LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2017.

Given at Companies House, Cardiff on 21st November 2017



Companies House



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

DATED

7th November

2017

CARMARTHENSHIRE COUNTY COUNCIL

And

CAMBRIAN HERITAGE REGENERATION TRUST LTD

LEGAL CHARGE

Relating to Llanelly House 20 Vaughan Street Llanelli Carmarthenshire SA15 3TY

EXAMINED WITH THE ORIGINAL AT
THE OFFICES OF THE CARMARTHENSHIRE
COUNTY COUNCIL, COUNTY HALL,
CARMARTHEN THIS 9th DAY OF NOVEMBER

2017

M. Evans
SOLICITOR

Linda Rees Jones

Head of Administration and Law

Carmarthenshire County Council

County Hall

Carmarthen

Carmarthenshire

SA31 1JP

Reference: MAE/FI-1155

THIS DEED OF LEGAL CHARGE made on the 7th day of November 2017

BETWEEN:

(1) **THE MORTGAGOR** **CAMBRIAN HERITAGE REGENERATION TRUST LTD** whose registered office is situated at Llanelly House, Bridge Street, Llanelli, Carmarthenshire SA15 3TY (registered company number 04681702 and registered charity number 1106646)

(2) **THE MORTGAGEE** **CARMARTHENSHIRE COUNTY COUNCIL** of County Hall Carmarthen SA31 1JP

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 (unless the context otherwise requires) have the following definitions and/or interpretations:

"the Agreement" means the letter dated 16th March 2017 sent to the Mortgagor by the Mortgagee whereby the Mortgagee agreed to provide the Mortgagor a grant subject to the terms and conditions set out therein

"this Charge" means this Deed of Legal Charge as from time to time varied or supplemented whether by deed or otherwise

"LPA 1925" means the Law of Property Act 1925

"the Property" has the meaning ascribed to it in the Schedule to this Charge and includes all additions thereto and all fixtures and fittings in the nature of fixtures now or hereafter in or about the Property and includes 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 and/or clause 3 of this Charge

1.1 The expressions "the Mortgagee" and "the Mortgagor" have the meanings respectively ascribed to them at the commencement of this Charge and 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 will be joint and several and the default of one of such persons or such bodies will be deemed to be the default of all
- 1.3 The clause headings do not form part of this Charge and will 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 will 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 Schedule annexed hereto
- 1.8 Ymddiriedolaeth Atgyfnerthu Treftadaeth Sir Gar changed its name to Cambrian Heritage Regeneration Trust Ltd on the 25th February 2015

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 will duly and punctually perform and discharge all its obligations and liabilities under or pursuant to the Agreement

4. **Repair**

The Mortgagor will keep the Property in a good and substantial repair and condition

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; or
- 5.3 mortgage, charge or otherwise encumber the Property

6. **Compliance with legislation**

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

7. **Powers of Sale**

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

8. **Rights of Enforcement**

The Secured Obligations will 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 will be the agent of the Mortgagor who will be solely responsible for his acts and defaults and for the payment of his remuneration, costs, charges and expenses. Such remuneration will 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 will 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 thinks fit 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 thinks fit;
- 9.7 to insure the Property as he thinks 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 will do all such acts and things and will execute all such assurances and instruments as the receiver reasonably requires 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) does 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 constitutes good and effective service

13.2 by first class pre-paid post. Service shall be deemed to have been effected 24 hours after posting

13.3 in the case of a deceased Mortgagor or 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 other electronic means to the usual or last known address of the deceased Mortgagor

When sending by post service is deemed to have been effected 24 hours after posting.

14. **Indemnity for Costs etc**

The Mortgagor will indemnify the Mortgagee in respect of all 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 is liable to pay to the Mortgagee under this clause will 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 will 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 a restriction on the Register of any registered land hereby charged that until

7th November 2022 except under an Order of the Registrar no disposition by the proprietor of the Property or by the proprietor of any registered charge is to be registered without the consent of the registered proprietor of this Charge

17. **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

18. **Law and Jurisdiction**

This Charge is governed by and will be construed in accordance with English and Welsh Law

19. **Charity**

The Property charged is held by **CAMBRIAN HERITAGE REGENERATION TRUST LTD**, a non-exempt charity, and this charge is one falling within section 124(9) of the Charities Act 2011, so the restrictions imposed by section 124 of that Act apply.

The directors of the Mortgagor being the persons who have the general control and management of its administration certify that they have power under its trusts to effect this charge and they have obtained and considered such advice as is mentioned in section 124 (2) of the Charities Act 2011.

20. **Delivery**

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

SCHEDULE

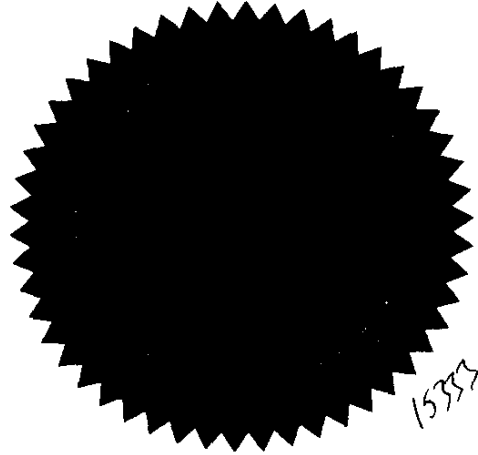
The Property

ALL THAT leasehold land and building known as Llanelly House 20 Vaughan Street Llanelli SA15 3TY which is registered at HM Land Registry under title number CYM472896 together with the building or buildings erected thereon or on part thereof

EXECUTED AS A DEED by affixing the Common Seal of **CARMARTHENSHIRE COUNTY COUNCIL** which is authenticated by:-

Linda Rees Jones

Linda Rees Jones
Head of Administration and Law



~~THE COMMON SEAL of~~

JW EXECUTED AS A DEED BY
CAMBRIAN HERITAGE REGENERATION

TRUST LTD

~~was hereto affixed~~ in the presence of:)

Director

Director/Secretary

[Signature] (ALISON J EVANS)
[Signature] (JOHN CONRAD WILLIAMS)