

MG01

Particulars of a mortgage or charge

121373 / 39

A fee is payable with this form.

We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

What this form is for
You cannot use this
particulars of a charge
company. To do this,
form MG01s.

TUESDAY



A36 10/11/2009 130
COMPANIES HOUSE

lease
v.uk

1 Company details For official use

Company number: 4 6 8 1 7 0 2

Company name in full: Ymddiriedolaeth Atgyfnerthu Treftadaeth Sir Gar

3

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation: d 0 d 3 m 1 m 1 y 2 y 0 y 0 y 9

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description: Legal Mortgage dated 3rd November 2009 and made between (1) Ymddiriedolaeth Atgyfnerthu Treftadaeth Sir Gar ("the Borrower") and (2) Finance Wales Investments (6) Limited ("the Lender")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured: All monies, obligations and liabilities whether principal, interest or otherwise which may now or at any time in the future be due or owing or incurred by the Borrower to the Lender (whether actual or contingent and whether incurred alone or jointly with another as principal, guarantor, surety or otherwise and in whatever name or style) together with interest, charges and other expenses ("the Liabilities").

Continuation page
Please use a continuation page if
you need to enter more details.

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page
Please use a continuation page if you need to enter more details.

Name	Finance Wales Investments (6) Limited						
Address	3rd Floor, Oakleigh House, Park Place, Cardiff						
Postcode	C	F	1	0	3	D	Q
Name							
Address							
Postcode							

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars

1. As continuing security for the payment of the Liabilities, the Borrower charges in favour of the Lender, with full guarantee:

FIRSTLY: by way of legal mortgage leasehold land at Llanelly House, Llanelli, Carmarthenshire as comprised in a lease dated 3rd November 2009 and made between Llanelli Town Council (1) and the Borrower (2) ("the Property") and all easements and rights attached to such property and all buildings, fixtures and other structures and fixed plant and machinery from time to time thereon ("the Property"), the interest of the Borrower in any proceeds of sale or other disposal or grant of any interest in the Property whenever receivable or payable and the benefit of covenants for title by any predecessor in title of the Borrower and any money paid or payable under any such covenants;

SECONDLY: by way of assignment all rents and other income from time to time arising from or accruing on the Property or in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Borrower from the Property and the benefit to the Borrower of all other rights and claims which the Borrower is now or may in the future become entitled in relation to the Property including without limitation the benefit of all rights and claims of the Borrower against, and of all covenants given by, any tenant and licensee from time to time of the Property and of the guarantees and indemnities in respect of any such obligations and any beneficial interest the Borrower may have from time to time in the Property or in any compensation or insurance money attributable to the Property;

THIRDLY: by way of assignment the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Borrower in relation to the Charged Assets and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Assets and any other person, firm or company from time to time under the contract with or under a duty to the Borrower and the benefit of all sums recovered in any proceedings against all or any of such persons;

FOURTHLY: by way of assignment the benefit of all Agreements for Lease, all the proceeds of any claim, award or judgement arising out of any Agreement for Lease and all sums paid or payable to the Borrower under or in respect of any Agreement for Lease;

Cont.....

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Cont.....

FIFTHLY: by way of fixed charge all the goodwill of the Business and the full benefit of all contracts entered into by or with the Borrower in respect of the Business;

SIXTHLY: by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about the Property belonging to the Borrower ("the Floating Charge Assets");

2. The Borrower covenants with the Lender that it will not without the prior written consent of the Lender:

- create or allow to be created any Security Interest on any of the Charged Assets capable of ranking in priority to or equally with the security created by the Legal Mortgage or any right or option on the Charged Assets nor agree to do any of the same;

- sell, convey, transfer or otherwise dispose of any of the Charged Assets (or any interest in them) other than disposals of Floating Charge Assets provided such disposals are made in the ordinary course of the Borrower's business for their market value.

The following definitions are used in this Form:

"Agreements for Lease" means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis).

"Business" means the trade or business carried on by the Borrower at the Property.

"Charged Assets" means the property, assets, debts, rights and undertaking which at any time shall be or ought pursuant to any provision of the Legal Mortgage to be charged or mortgaged or assigned in favour of or held by the Lender as specific security for the payment and discharge of all Liabilities and references to the "Charged Assets" include references to any part of them.

"Security Interest" means any mortgage, charge, pledge, lien, hypothecation, leasing, hiring, hire purchase agreement, trust arrangement, title, retention, encumbrance, assignment, rights of set-off, third party rights or other security interest, right or arrangement whatsoever and whether express or arising by operation of law.

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Nil

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here.

Signature

Signature

X *Morgan Cole* X

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

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Morgan Cole, Solicitors

Ref: RES CAR 431094.1

Address

Bradley Court

Park Place

Post town

Cardiff

Country/Region

Postcode

C

F

1

0

3

D

P

Country

DX

Telephone

029 20385451



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 the original deed with this form.
- You have entered the date the charge was created.
- You have supplied the description of the instrument.
- You have given details of the amount secured by the mortgagee or chargee.
- You have given details of the mortgagee(s) or person(s) entitled to the charge.
- You have entered the short particulars of all the property mortgaged or charged.
- You have signed the form.
- You have enclosed the correct fee.



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.

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. 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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 4681702
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 3
NOVEMBER 2009 AND CREATED BY YMDDIRIEDOLAETH
ATGYFNERTHU TREFTADAETH SIR GAR FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO
FINANCE WALES INVESTMENTS (6) LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 10
NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2009



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES