

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

WEDNESDAY



A07 \*A77JCY9N\* #16  
06/06/2018  
COMPANIES HOUSE

**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 the instrument. Use form MR08

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. This will be scanned and placed on the public record. **Do not send the original.**

<b>1</b>	<b>Company details</b>	For official use
Company number	0 9 2 3 1 9 5 3	2
Company name in full	CARMARTHEN PROMOTIONS LIMITED	→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *

<b>2</b>	<b>Charge creation date</b>	
Charge creation date	d 2 4 m 0 5 y 2 0 y 1 8	

<b>3</b>	<b>Names of persons, security agents or trustees entitled to the charge</b>	
	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.  <input type="checkbox"/> 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.

Brief description

All that piece or parcel of land known as Pentremeurig Road Carmarthen comprising title number CYM416148 and land forming part of Pentremeurig Farm Pentremeurig Road Carmarthen comprised in possessory title CYM416150 and together with the building or buildings erected thereon or on part thereof shown edged in red on the plan annexed to charge

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.

**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 <sup>Ⓢ</sup>

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.

<sup>Ⓢ</sup> 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.



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9231953

Charge code: 0923 1953 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th May 2018 and created by CARMARTHEN PROMOTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th June 2018.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a flourish.

Given at Companies House, Cardiff on 13th June 2018



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 24<sup>th</sup> May

2018

**CARMARTHEN PROMOTIONS LIMITED**

and

**CARMARTHESHIRE COUNTY COUNCIL**

EXAMINED WITH THE ORIGINAL AT  
THE OFFICES OF THE CARMARTHESHIRE  
COUNTY COUNCIL, COUNTY HALL,  
CARMARTHEN THIS 30<sup>th</sup> DAY OF May  
2018  
M. Evans  
SOLICITOR

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## LEGAL CHARGE

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relating to buildings at  
Land Known as Pentremeurig Road Carmarthen,  
Carmarthenshire and Land forming part of Pentremeurig  
Farm, Pentremeurig Road Carmarthen, Carmarthenshire

Linda Rees Jones  
Head of Administration and Law  
Carmarthenshire County Council  
County Hall  
Carmarthen  
Carmarthenshire  
SA31 1JP  
Reference MAE-pldc-991

THIS DEED OF LEGAL CHARGE made on the 24<sup>th</sup> day of May 2018

**BETWEEN:**

- (1) **THE MORTGAGOR** **CARMARTHEN PROMOTIONS LIMITED**  
(registered number: 09231953) whose  
registered office is at Salisbury House,  
Station Road, Cambridge, CB1 2LA
- (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 landowners agreement dated on or about the same date as this Agreement made between the Mortgagor (1) and the Mortgagee (2) whereby the Mortgagor will be required to pay monies to the Mortgagee subject to the terms and conditions set out therein

"the Compensation Agreement" means the compensation agreement dated on or about the same date as this Agreement made between the Mortgagor (1) and the Mortgagee (2) whereby the Mortgagor will be required to indemnify the Mortgagee 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 the Compensation 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

## 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 and the Compensation 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 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 Mortgagees' right of consolidation does not apply to this Charge)



13. **Notices**

Notices and demands by the Mortgagee may be given or served and deemed to be effected notwithstanding the death or, as appropriate, dissolution of the Mortgagor:

- 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 by telex, facsimile or other electronic means. Service is deemed to have been effected upon transmission

When sending by post service is deemed to have been effected 24 hours after posting. When sending by telex, facsimile or other electronic means service is deemed to have been effected upon transmission

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 other than those arising from the Mortgagee's negligence or wilful default 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 in the following form:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated *24<sup>th</sup> May 2018* in favour of Carmarthenshire County Council referred to in the charges register".

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. **Counterparts**

This Deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

19. **Law and Jurisdiction**

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

20. **Solvency**

At the time of entering into this deed the Mortgagor is not unable to pay its debts when due and knows of no circumstances in the case of a company or limited liability partnership that would entitle any creditor to appoint a receiver or administrator or to petition for winding up or in the case of an individual to petition for bankruptcy and in either case that would entitle a creditor to exercise any rights over or against the assets of the Mortgagor

21. **Priority**

The Mortgagee hereby acknowledges that the security under this legal charge ranks behind any monies payable by the Mortgagor to:

21.1 Redrow Homes Limited pursuant to Overage Deed dated 26 November 2008 made between (1) The Diversified Strategic Land Management Fund, Series 1 and The Diversified Strategic Land Management Fund, Series 2 and (2) Redrow Homes (South Wales) Limited as varied by a Deed of Assignment dated 25 November 2010 made between (1) Connaught Administration Services Limited (2) HB (SWA) Limited and (3) Redrow Homes Limited and a Supplemental Agreement dated 25 November 2010 made between (1) Connaught Administration Services Limited and (2) Redrow Homes Limited; and

21.2 Lynn Scurlock Davies and Janet Maluka Davies pursuant to an Overage Deed dated 15 July 2008 made between (1) Lynn Scurlock Davies and Janet Maluka Davies and (2) The Diversified Strategic Land Management Fund, Series 1 and The Diversified Strategic Land Management Fund, Series 2.

22. **Release**

Following the payment or discharge of the Secured Obligations the Mortgagee will on request by the Mortgagor release this Charge

23. **Delivery**

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

**SCHEDULE**

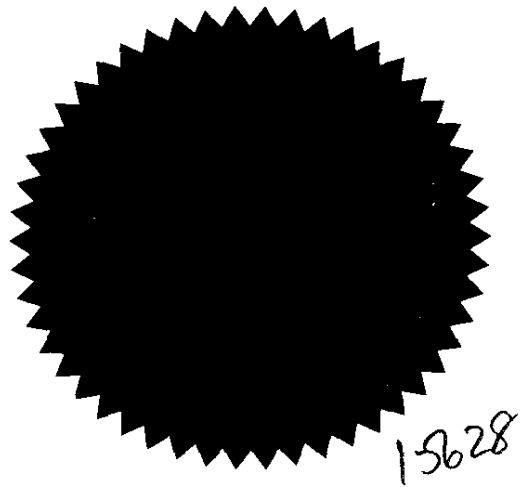
**The Property**

ALL THAT piece or parcel of land known as Land Known as Pentremeurig Road Carmarthen comprising title number CYM416148 and Land forming part of Pentremeurig Farm, Pentremeurig Road Carmarthen comprised in possessory title number CYM416150 and together with the building or buildings erected thereon or on part thereof shown edged in red on the plan annexed

**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



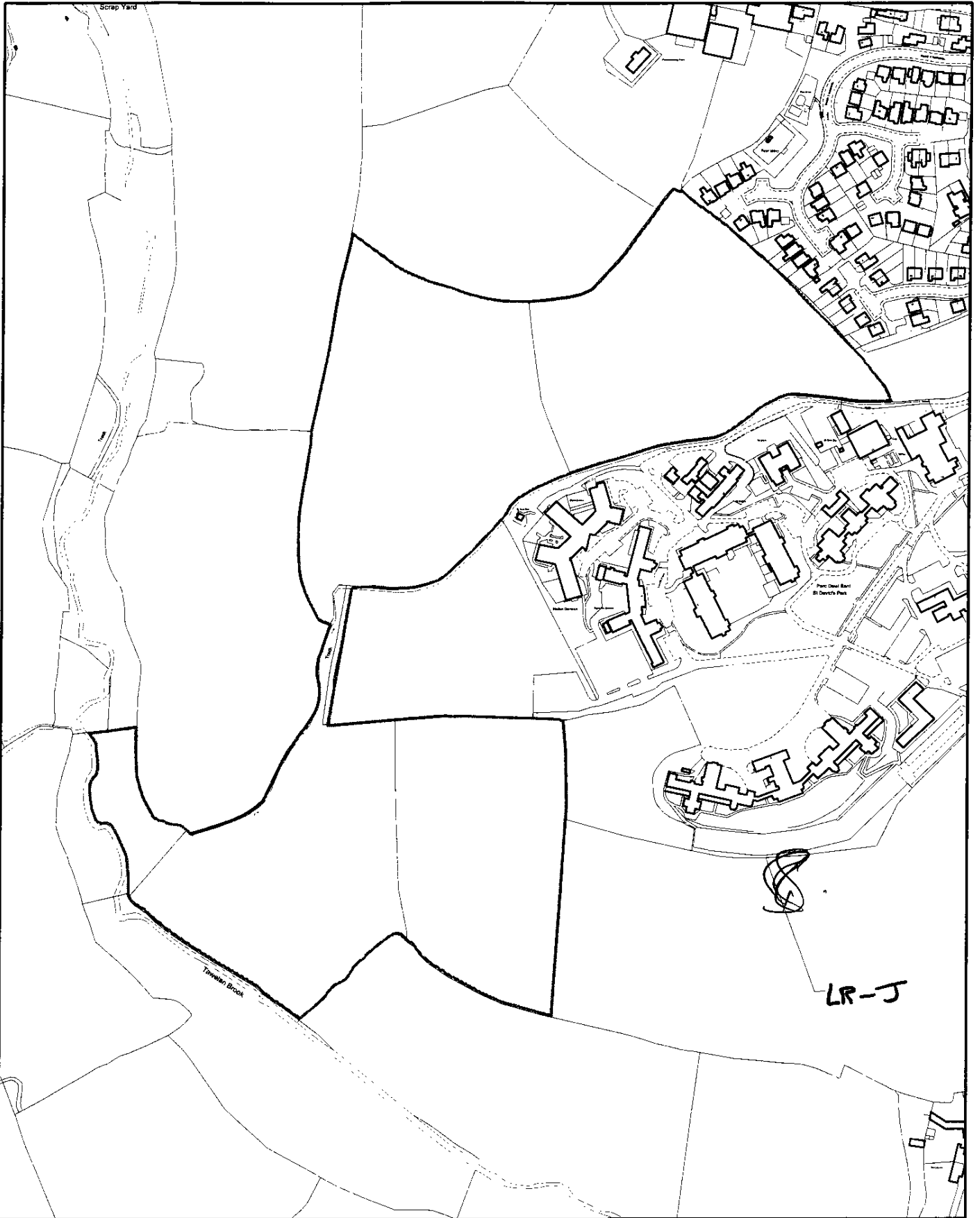
**EXECUTED AS A DEED** by **CARMARTHEN PROMOTIONS LIMITED**

acting by  
a director, in the presence of:

Witness signature: *Mercedeth*

Name of witness: JENNA MEREDITH

Address: ECCLESBOURNE COTTAGE, DUKE STREET,  
STANTON, IP31 2AB.



Title -



Erddo/Property  
 Adfedd & Building #  
 Parc Dewi Sant/St. David's Park  
 Ceerbyddio/Carmarthen  
 SA31 3HB

This map has been prepared by Ordnance Survey using data collected by Ordnance Survey on behalf of the Controller of the Land Register & the Ordnance Survey Act 2003. The information has been prepared by Ordnance Survey on behalf of the Controller of the Land Register & the Ordnance Survey Act 2003. The information has been prepared by Ordnance Survey on behalf of the Controller of the Land Register & the Ordnance Survey Act 2003. The information has been prepared by Ordnance Survey on behalf of the Controller of the Land Register & the Ordnance Survey Act 2003.

Ref. -

Date/Dyddiad - 26/04/2016

Scale/Graddfa - 1:2500

