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Companies Form No.395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

395

COMPANIES HOUSE

To the Registrar of Companies (Address overleaf - Note 6)

For official use

Company number 3674953

Please complete legibly, preferably in black type, or bold block lettering

Name of company

*NEW SANDFIELDS AND ABERAFAN - SUSTAINABLE REGENERATION (the "Mortgagor")

*insert full name of company

Date of creation of the charge

31/3/06

Description of the instrument (if any) creating or evidencing the charge (note 2)

04 **Mortgage Deed (the "Mortgage")**

Amount secured by the mortgage or charge

1. **All money and liabilities whether actual or contingent (including further advances made after the date of the Mortgage by the Bank and secured directly or indirectly by the Mortgage) which then were or at any time thereafter might be due owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor might be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person and have subsequently become due owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law); and**

2. **Interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and**

Names and addresses of the mortgagees or persons entitled to the charge

Lloyds TSB Bank plc

BIRMINGHAM SECURITIES CENTRE SECTION 96-52
PO BOX 6000, 125 COLMORE ROW, BIRMINGHAM B3 3SF
Postcode (the "Bank")

Presentor's name address and reference (if any):

John Collins + Pms LLP
DX 82804
SWANSEA 2
Ref-236281/MG

Time critical reference

For official Use

Mortgage Section | Post room

A106BECZ

A30 COMPANIES HOUSE 37 06/04/2006

Short particulars of all the property mortgaged or charged

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold block lettering

(a) By way of legal mortgage with full title guarantee, the property of the Mortgagor specified in the Schedule below (and, where such property is leasehold, any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any rights arising against any nominee purchaser pursuant thereto) together with all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time thereon (the "Mortgaged Property") and references to the "Mortgaged Property" include references to any part of it as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage) subject to the prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule to the Mortgage (the "Prior Mortgage(s)") and to the principal money, interest and other money thereby secured;

(b) By way of assignment with full title guarantee, the goodwill of the business (if any) which then was or at any time thereafter might be carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences (if any) (including any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law (as defined in the Mortgage)) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment subject to re-assignment upon payment of all the Secured Obligations;

(c) (i) By way of assignment with full title guarantee, the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property;

(ii) By way of an agreement to assign, the benefit of all such guarantees or covenants by any such surety or sureties of any of the lessee's obligations under any such lease or underlease thereafter granted.

(d) Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property:

(i) by way of fixed charge with full title guarantee, the entitlement to such share or shares and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the "Shares");

(ii) subject to the rights of the holder(s) for the time being of any Prior Mortgage(s), the Mortgagor shall (if the Bank so requires) transfer the Share(s) to the Bank or as the Bank shall direct and shall deposit the certificate(s) relating to the Share(s) with the Bank.

(e) By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the

Particulars as to commission, allowance or discount (note 3)

NIL

Signed _____ Date 31/03/06

On behalf of [~~company~~] [mortgagee/chargee]†

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

†delete as appropriate

Notes

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

2 A description of the instrument, eg "Trust Deed" , Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;

(a) Subscribing or agreeing to subscribe, whether absolutely or conditionally, or

(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,

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

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

5 Cheques and Postal Orders are to be made payable to **Companies House.**

6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Amount due or owing on the mortgage or charge (Continued)

3. Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage (including any acts necessary to release from the security of the Mortgage the Mortgaged Property together with all other assets, rights and properties, assigned, mortgage or charged under or pursuant to the Mortgage (the "Mortgaged Assets")) or in enforcing the security thereby created on a full and unqualified indemnity basis; and

4. Any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Bank.

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold block lettering

Short particulars of all the property mortgaged or charged (Continued)

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold block lettering

Mortgage) that arise in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property.

By clause 5 of the Mortgage the Mortgagor may not without the prior consent in writing of the Bank:

(a) sell, assign, licence, sub-let or otherwise dispose of or deal in any other way with the Mortgaged Assets (as defined in the Mortgage);

(b) (i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s)) over all or any part of the Mortgaged Assets, or over all or any part of the furniture, stock, goods, movable plant, machinery, implements, utensils and equipment from time to time placed on or used in or about (but not forming part of) the Mortgaged Property; or

(ii) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b)(i) above.

SCHEDULE

The freehold/leasehold property known as or being Silver Court (formerly known as Block 1 on the north-west side of Silver Avenue and Flats 1-6 on the north side of Silver Drive) Neath Port Talbot **including the entirety of the property comprised in the document(s) particulars of which are set out below:**

Date	Description (Conveyance, Lease, Assignment, Assent etc.)	Parties

Land Certificate(s) Title No.(s)	Administrative Area
WA 381104	NEATH - PORT TALBOT

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03674953

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DATED THE 31st MARCH 2006 AND CREATED BY NEW SANDFIELDS AND ABERAFAN - SUSTAINABLE REGENERATION FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th APRIL 2006.

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
— for the record —

HC026B