

# MG01

## Particulars of a mortgage or charge



038283/52  
**iris**  
LASERFORM

### 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

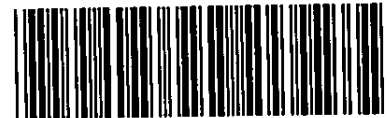
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



#### What this form is NOT for

You cannot use this form to regis-  
ter particulars of a charge for a Scot-  
tish company. To do this, please use  
form MG01s

TUESDAY



\*AQP7ZT1P\*  
A26 05/04/2011 247  
COMPANIES HOUSE

1

### Company details

Company number 0 5 4 6 3 8 3 1

Company name in full Atlantic Ware Developments (Llandarcy) Limited (the "Company")

For official use

#### → 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 3 1 0 3 2 0 1 1

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

Charge (the "Charge")

4

### Amount secured

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

Amount secured

All monies, obligations and liabilities whatsoever whether for principal,  
interest or otherwise in whatever currency which may now or at any  
time in the future be due owing or incurred by the Company to the  
Lender whether present or future, actual or contingent and whether  
incurred alone, severally or jointly with another as principal, guarantor,  
surety or otherwise and in whatever name or style and whether on any  
current or other account or in any other manner whatsoever and  
including but without limitation all Expenses (the "Secured Liabilities")

#### Continuation page

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

# MG01

## Particulars of a mortgage or charge

### 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Julian Hodge Bank Limited (the "Lender")	
Address	31 Windsor Place, Cardiff	
Postcode	C F 1 0 3 U R	
Name		
Address		
Postcode		

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1 The Company with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities charges to the Lender by way of first fixed charge the following</p> <p>1 1 all estates or interests in the Property (now or in the future),</p> <p>1 2 all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Development or the use of any Charged Property and all rights in convention herewith,</p> <p>1 3 all the Company's present and future interest (whether legal or equitable) in the Units or in any proceeds of sale of the Units,</p> <p>1 4 the benefit of all contracts, licences, guarantees, appointments, warranties and other documents to which the Company is a party or in its favour or of which it has the benefit relating to any development, construction, works, remediation works, engineering works, sale, purchase or the operation or otherwise relating to the Charged Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them,</p> <p>1 5 all the Company's present and future patents, trade marks, service marks, trade names, designs, copyright, inventions topographical or similar rights, confidential information, know how and any interest in any of these rights whether or not registered including all applications and rights to apply for registration and all fees, royalties and other rights derived from or incidental to these rights, and</p> <p>1 6 all the Company's present and future goodwill and uncalled capital for the time being</p>	

# MG01

## Particulars of a mortgage or charge

### 7 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

### 8 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 870).

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 866). 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).

### 9 Signature

Please sign the form here

Signature

Signature

X

*Gelardus LP*

X

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

# MG01

## Particulars of a mortgage or 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 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 **Karl Baranski**

Company name  
**Geldards LLP**

Address **Dumfries House**

**Dumfries Place**

Post town **Cardiff**

County/Region

Postcode 

C	F	1	0	3	Z	F
---	---	---	---	---	---	---

Country

DX **33001 Cardiff 1**

Telephone **029 2023 8239**



### 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,  
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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to the Lender</p> <p style="padding-left: 40px;">(a) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies,</p> <p style="padding-left: 40px;">(b) the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement</p> <p style="padding-left: 40px;">provided that nothing in this clause 2 shall constitute the Lender as mortgagee in possession</p> <p>3 To the extent that any of the above matters, including all rights under them, are not now capable of being charged or assigned by way of security, the Company with full title guarantee, agrees to charge and/or assign the same by way of security</p> <p>4 The Company may not assign or transfer any of its obligations under the Charge or enter into any transaction which would result in any of those obligations being passed to another person</p> <p>5 The Company shall not</p> <p style="padding-left: 40px;">(a) create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part of it</p> <p style="padding-left: 40px;">(b) assign or in any way dispose of the Charged Property or any interest in it or assign or otherwise dispose of any monies payable to the Company in connection with the Charged Property or agree to do any of the foregoing, or</p> <p style="padding-left: 40px;">(c) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Charged Property</p> <p><b>Definitions</b></p> <p><b>"Assigned Agreement"</b> means the Agreement and the Deed of Covenant</p> <p><b>"Agreement"</b> means the the Development Agreement for the Property dated 10 October 2006 and made between (1) BP Oil Llandarcy Refinery Limited, (2) the Company and (3) Edward Ware Homes Limited and Atlantic Properties plc (as guarantors) as assigned to St Modwen Developments Limited pursuant to a deed of assignment dated 23 May 2008 and amended by the Supplemental Deed and as may, from time to time be further varied, amended, extended, replaced or novated,</p> <p><b>"Apartment Block"</b> means any building and its curtilage forming part of the Development intended to comprise more than one Unit and to be disposed of by way of a separate lease of each Unit</p> <p><b>"Apartment Unit"</b> means a unit of independent occupation (whether residential or commercial) with or without a garage or parking space within an Apartment Block</p> <p><b>"Charged Property"</b> means the property, interest, rights, benefit, claims and assets charged to the Lender by the Charge including any part of them</p> <p><b>"Deed of Covenant"</b> means a deed of covenant dated 23 May 2008 made between St Modwen Developments Limited (1) and the Company (2) in relation to the Agreement,</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"<b>Development</b>" means the works to be carried out on the Property by the Company under the Agreement</p> <p>"<b>Encumbrance</b>" means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment</p> <p>"<b>Enforcement Event</b>" means the whole of the Secured Liabilities shall become due and payable and the security constituted by the Charge shall become enforceable if the Company fails to pay any of the Secured Liabilities when due</p> <p>"<b>Expenses</b>" means all interest, commission, fees and legal and other costs, charges and expenses which the Lender or any Receiver may properly charge or incur in connection with the Borrower, Company or the Charge and the preparation, negotiation and creation of the Charge and/or in connection with the Charged Property and/or breach of any provision of and the protection, realisation or enforcement of the Charge in each case on a full indemnity basis</p> <p>"<b>Property</b>" means all that parcel of freehold property shown edged red on the attached plan which forms part of the land at Llandarcy, Neath, registered at HM Land Registry with title absolute under Title Number CYM410797 and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it</p> <p>"<b>Supplemental Deed</b>" means the supplemental deed dated 8 July 2010 and made between (1) St Modwen Developments Limited, (2) the Company (3) Edward Ware Homes Limited and Atlantic Property Developments plc</p> <p>"<b>Unit</b>" means means a house or bungalow (whether detached, semi-detached, terraced or otherwise) and its curtilage, apartment, maisonette or other dwelling with or without a garage or garages and includes an Apartment Unit constructed as part of the Development</p>	



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

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

**COMPANY NO. 5463831  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE DATED 31 MARCH 2011  
AND CREATED BY ATLANTIC WARE DEVELOPMENTS  
(LLANDARCY) LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO JULIAN HODGE  
BANK LIMITED ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 5 APRIL 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 APRIL 2011**



**Companies House**  
— for the record —



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