

R/IP/RA9

Form AJ

CO-OPERATIVE AND COMMUNITY BENEFIT SOCIETIES ACT 2014

*Acknowledgement of application for recording
of a charge for the purposes of Part 5 of the said Act*

Name of Society: **ATEB Group Limited**

Register No. **23308 R**

The application dated **22 May 2018** for the recording of a charge on assets of the above-named society which was created or evidenced by an instrument dated **15 May 2018** and made between **ATEB Group Limited** and **The Welsh Ministers of the Welsh Assembly Government** a certified true copy of which was annexed thereto, was delivered to the Financial Conduct Authority on **22 May 2018**.

Date: **6 June 2018**



We hereby certify that this is a true and accurate copy of the original
Dated this 22 day of May 2018

GELDARDS LLP
DUMFRIES HOUSE
DUMFRIES PLACE
CARDIFF CF10 3ZF

THE LAND REGISTRY

LAND REGISTRATION ACT 2002

COUNTY DISTRICT: Pembrokeshire
TITLE NOS: CYM675896
PROPERTY: Land to the rear of and 18 Haven Road, Haverfordwest

THIS LEGAL CHARGE is made the 15th day of May 2018 ~~2017~~ BETWEEN
~~ATEB GROUP~~ ~~GELDARDS LLP~~ ~~PEMBROKE~~ ~~SHIRE HOUSING ASSOCIATION~~ LIMITED of Mayler House, St Thomas Green, Haverfordwest, Pembrokeshire, SA6 1QP (hereinafter called "the Mortgagor") of the one part and THE WELSH MINISTERS OF THE WELSH ASSEMBLY GOVERNMENT whose principal office is at Government Buildings, Cathays Park, Cardiff CF1 3NQ (hereinafter referred to as "the Mortgagee") of the other part

WHEREAS:-

- (1) The Mortgagee has agreed to provide monies by way of grant to the Mortgagor in relation to the Property subject to conditions which include (but not by way of limitation) securing the sums which may become due and payable to the Mortgagee in the manner hereinafter appearing. The Mortgagee has in addition made available other monies (by loan, grant or otherwise) to the Mortgagor
- (2) The Property is held by a charity which is an exempt charity

NOW THIS DEED WITNESSETH as follows:-

1. **Covenant to Repay**

The Mortgagor hereby covenants to pay to the Mortgagee:-

- 1.1 All monies provided or advanced to the Mortgagor by the Mortgagee by way of grant in relation to the Property and any further or additional monies provided or advanced by way of grant or otherwise to the Mortgagor by the Mortgagee in relation to the Property and to discharge all such monies (or any part thereof) when the same shall become due and repayable to the Mortgagee whether pursuant to the terms of this charge or pursuant to a determination now or at any time hereafter made by the Mortgagee under Section 52 of the Housing Act 1988 or otherwise together with interest commission charges and legal and other costs charges and expenses incurred by the Mortgagee in relation to the property on a full indemnity basis such interest being at the rate which the Mortgagee may from time to time determine and notify to

the Mortgagor and the Mortgagee may determine different rates of interest for any part or parts of the monies referred to in this sub-clause 1.1

- 1.2 All other monies provided or advanced to the Mortgagor by the Mortgagee whether by way of grant, loan or otherwise and all liabilities which now are or may at any time hereafter be due owing or incurred to the Mortgagee by the Mortgagor whether pursuant to the terms of this charge or to any determination now or any time hereafter made by the Mortgagee under Section 52 of the Housing Act 1988 or otherwise together with interest commission charges and legal and other costs charges and expenses incurred by the Mortgagee in relation to the Property on a full indemnity basis such interest being at the rate which the Mortgagee may from time to time determine and notify to the Mortgagor and the Mortgagee may determine different rates of interest for any part or parts of the monies referred to in this sub-clause 1.2

2. **Charge**

As continuing security for the payment and discharge of all sums covenanted to be paid and liabilities assumed as provided in Clause 1 the Mortgagor with full title guarantee hereby charges to the Mortgagee by way of fixed legal charge the Property and for the avoidance of doubt the Mortgagor hereby declares that the fixed charge hereby constituted includes all and singular the buildings erections fixed plant and machinery and other fixtures and fittings now or hereafter erected on or affixed to the Property or any part thereof

3. **Discharge**

Subject to the Mortgagee's right of consolidation hereinafter referred to if the Mortgagor shall pay to the Mortgagee all monies secured hereunder in accordance with the covenants herein contained the Mortgagee at the request and cost of the Mortgagor will duly discharge this security

4. **Mortgagor's Covenants**

The Mortgagor hereby further covenants with the Mortgagee that at all times during the continuance of this security:-

4.1 **To pay rates and taxes etc.**

The Mortgagor will pay or cause to be paid all rents rates taxes levies assessments impositions and outgoings whether governmental municipal or otherwise imposed upon or payable in respect of the Property or any part thereof as and when the same shall become payable.

4.2 **To repair and insure**

The Mortgagor will protect all buildings fixtures and fittings and other property now or for the time being comprised in or subject to this security and keep them in good and substantial repair and insured against loss or damage by fire and any other risk

which the Mortgagee reasonably considers ought to be insured against with the interest of the Mortgagee noted on the policies thereof to the full reinstatement value thereof or such other value as may be agreed by the Mortgagee (to include professional fees and loss of rent) with insurers nominated from time to time by the Mortgagee and will duly and punctually pay all premiums and other monies necessary for effecting and keeping up such insurance immediately on the same becoming due and will on demand produce to the Mortgagee the policy or policies of such insurance or certified copies thereof and the receipt for every such payment

4.3 **Proceeds of Insurance**

If the Mortgagee so requests all monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise (as aforesaid) to the Property or any part thereof shall be applied in or towards the discharge of the money for the time being owing on this security and otherwise shall be applied in making good the loss or damage sustained

4.4 **Inspection and view**

The Mortgagor shall permit the Mortgagee and any other person appointed by it to enter and view the state and condition of the Property at all reasonable times (without the Mortgagee thus becoming liable to account as mortgagee in possession) and shall comply forthwith with any list of defects or want of repair thereafter for which the Mortgagor is liable served by the Mortgagee

4.5 **Perform covenants and conditions**

The Mortgagor will observe and perform all restrictive and other covenants all building regulations and all restrictions conditions and stipulations (if any) for the time being affecting the Property or the mode of user or enjoyment of the same or any part thereof and will at all times keep the Mortgagee effectually indemnified against any breach non-observance or non-performance of the same or any of them and against all resulting damages liabilities and expenses

4.6 **To carry out Works**

The Mortgagor will execute and do at the expense of the Mortgagor all such works and things whatever as may now or at any time during the continuance of this security be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Property or any part thereof or by the owner or occupier thereof

4.7 **To comply with Legislation**

The Mortgagor will obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Mortgagor on the

Property or any part thereof or of any user thereof during the continuance of this security

4.8 **Not to apply for Consents**

Without the previous consent in writing of the Mortgagee the Mortgagor will not make any election serve any notice or take any other steps or proceedings in relation to or in connection with the Property under or for the purposes of any statutory enactments or public or local regulations or bye-laws

4.9 **To provide details of Notices**

Within seven days of the service of any notice order direction permission proposal or other instrument given made or issued under or by virtue of any legislation for the time being relating to Town and Country Planning or otherwise affecting or capable of affecting the Mortgagee's interest in the Property the Mortgagor will give full particulars thereof to the Mortgagee and without delay will comply with the same or if the Mortgagee so requires in writing will if appropriate in conjunction with the Mortgagee but at the expense in all respects of the Mortgagor object to contest or otherwise respond to the same

4.10 **Prohibition on Disposals**

The Mortgagor will not without the previous written consent of the Mortgagee convey assign transfer mortgage charge or otherwise howsoever whether at law or in equity dispose or agree to dispose of the Property or any part thereof or interest therein

4.11 **Right of Mortgagee to perform obligations in default**

If at any time the Mortgagor shall fail or shall be believed by the Mortgagee to have failed in the performance of any of the covenants of positive obligation contained in this clause it shall be lawful for but not obligatory upon the Mortgagee to perform the same and pay all costs and damages occasioned by such default with power in the case of failure to protect or repair buildings to enter upon the Property for the purpose of protecting it or carrying out repairs without becoming liable to account as mortgagee in possession **AND** all monies expended by the Mortgagee for any such purpose including architects' surveyors' consulting engineers' and other professional fees incurred in connection therewith with interest thereon from the time of the same having been expended or incurred at the rate chargeable from time to time on the principal monies hereby secured shall on demand be repaid to the Mortgagee by the Mortgagor and until such repayment shall be charged upon the Property **PROVIDED** that the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Mortgagee may or but for the said charge would have for the recovery of the monies thereby secured or any part thereof **PROVIDED FURTHER** that no action taken by the Mortgagee under the terms of this paragraph shall render it liable to account as mortgagee in possession

4.12 **Devaluation of Security**

The Mortgagor shall not do or cause or permit to be done anything which may in any way depreciate jeopardise or otherwise impair the value of the Property or the realisation of the proceeds of sale thereof

5. **Payment**

Notwithstanding any previous agreement or arrangement the Mortgagee shall be entitled by notice in writing to the Mortgagor to demand the payment and discharge of :-

- 5.1 the monies or any part thereof referred to in sub-clause 1.1 upon the occurrence of a Relevant Event as may be now or hereafter determined by the Mortgagee under Section 52 of the Housing Act 1988 in relation to the Property or upon the occurrence of any of the Events of Default listed in Clause 6
- 5.2 all monies and liabilities referred to in sub-clause 1.2 upon the occurrence of any of the Events of Default listed in Clause 6 (the happening of which shall be deemed to be a breach of condition attaching to a grant)

6. **Events of Default**

Each of the following events shall be an Event of Default for the purposes of Clause 5 and this Charge:-

- 6.1 if the Mortgagor makes default in the repayment of any monies referred to in sub-clause 1.1 which may have become due hereunder or otherwise
- 6.2 if the Mortgagor shall commit or shall have committed a breach of the terms of this charge or of any condition attached to the making of any grant (whether in relation to the Property or any other property or otherwise) and (if such breach or omission is capable of remedy) shall fail to remedy the same within 14 days of receiving written notification from the Mortgagee of such breach
- 6.3 if the Mortgagor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or certifies that it is unable to pay its debts as and when they fall due
- 6.4 if an encumbrancer takes possession or a receiver is appointed over all or any part of the Mortgagor's undertaking property assets or revenues or if any distress execution or other process is levied enforced or sued out on or against its assets
- 6.5 if a proposal is made to the Mortgagor and its creditors for a voluntary arrangement or if any proposal is made for any arrangement or composition with the Mortgagor's creditors
- 6.6 if an effective resolution is passed for the voluntary winding up of the Mortgagor

- 6.7 if a petition is issued for the winding up of the Mortgagor by the Court or if a meeting of creditors is convened pursuant to Section 98 of the Insolvency Act 1986
- 6.8 if any steps are taken to dissolve the Mortgagor
- 6.9 if the Mortgagor ceases to carry on its business or substantially the whole of its business or threatens to cease to carry on the same or substantially changes the nature of its business
- 6.10 if the Mortgagor fails to pay to the Mortgagee any sum payable by the Mortgagor from time to time to the Mortgagee

7. Further Provisions

The Mortgagor hereby further covenants with the Mortgagee and it is hereby agreed and declared as follows:-

7.1 Mortgagee's Powers

Section 103 of the Law of Property Act 1925 shall not apply to this security. The statutory power of sale under Section 101 of the Law of Property Act 1925 shall become immediately exercisable upon the making of a demand under Clause 5. The power of appointing or removing a Receiver (as hereby extended) shall only be exercisable by writing under the hand or seal of the Mortgagee at any time after any monies or liabilities have become payable pursuant to clause 5.

7.2 Sale of Fixtures

On any sale under the said power the Mortgagee may sell fixtures and materials either together with or detached from the remainder of the Property and may sell the Property or any part thereof either as a whole or in lots and either outright or by way of lease or underlease whether at a premium or otherwise and for such term and upon such conditions as the Mortgagee may in its uncontrolled discretion think fit and the Mortgagee may effect any such sale either by public auction or private contract in such manner and for such consideration as the Mortgagee shall think fit and either for a lump sum or for a sum payable by instalments or for a sum on account and a mortgage or charge for the balance and with full power upon every such sale to make any special or other stipulation as to title or evidence or commencement of title or otherwise as the Mortgagee shall deem proper and with full power to buy in or rescind or vary any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such assurances and things as the Mortgagee shall think fit **PROVIDED ALWAYS** that the powers hereby granted shall not operate so as to constitute this Deed a bill of sale in respect of such fixtures after they may have been severed from the Property

7.3 **Power to go out of possession**

At any time after taking possession of the Property or appointing a Receiver the Mortgagee may give up possession or remove the Receiver on giving notice to the Mortgagor

7.4 **Goods left on Property**

With a view to exercising any of its statutory powers or any of the other powers hereby conferred the Mortgagee or any Receiver appointed by the Mortgagee may as agent for the Mortgagor and at the Mortgagor's expense remove store sell or otherwise deal with any furniture or goods found upon the Property (and the Mortgagee shall account to the Mortgagor in respect of any net proceeds of sale) **PROVIDED THAT** neither the Mortgagee nor such Receiver shall be liable for any loss or damage thus occasioned to the Mortgagor and they shall be indemnified by the Mortgagor against any claims by third parties in respect thereof **PROVIDED FURTHER THAT** the Mortgagee shall not have any charge or security over such furniture or goods as to constitute this Deed a bill of sale

7.5 **Power of Leasing**

The Mortgagee in extension and by way of addition to the powers of leasing conferred on it by the Law of Property Act 1925 may without being required or deemed to be in possession of the Property let the same or any part thereof to any tenant either from year to year or for a term of years and whether by way of lease or otherwise with or without a fine or premium and at such rent for such term of years or other period and upon and subject to such terms and conditions as the Mortgagee thinks fit and may accept surrenders of any lease or tenancy or make allowances to and re-arrangements with any tenants or occupiers of the Property or any part thereof by whom rents and profits thereof may be payable

7.6 **Power to improve**

The Mortgagee may complete any building in the course of erection on the Property and do any repairs and make structural alterations or improvements in or to the buildings on the Property or any part thereof and do such other things as the Mortgagee may think desirable for increasing the market value of the Property but without the Mortgagee being under any duty to expend any money on the Property or being deemed a mortgagee in possession by reason of the exercise of any power conferred by this sub-clause and so that all monies which the Mortgagee in its discretion may expend hereunder with interest thereon from the time of the same having been expended at the rate referred to in clause 1.1 hereof shall on demand be repaid to the Mortgagee by the Mortgagor and until such repayment shall be charged upon the Property

7.7 Powers of Mortgagee

The Mortgagee may in extension and by way of addition to the powers conferred on a Mortgagee by the Law of Property Act 1925 have such powers and authorities as the Mortgagee thinks fit and as though the Mortgagee were absolute owner of the Property including (but without prejudice to the generality of the foregoing words) any or all of the powers or authority conferred on the Mortgagee by this Deed or by the Law of Property Act 1925 and shall have power to:-

- 7.7.1 take possession of sell let and/or terminate or accept surrenders grant licences or otherwise dispose of or deal with or manage or reconstruct the Property or any part thereof and carry on or complete thereon any works of demolition building repair construction furnishing or equipment
- 7.7.2 take possession of collect get in and give receipts binding on the Mortgagor for the Property and all rents and other income thereof whether accrued before or after the date of his appointment in such manner as he may think fit and bring defend or discontinue proceedings in the name of the Mortgagor or otherwise as may seem expedient
- 7.7.3 enter into any agreement or make any arrangement or compromise as he shall think expedient in respect of the Property
- 7.7.4 operate any rent review clause in respect of the Property or grant or apply for any new or extended tenancy thereof
- 7.7.5 insure the Property or any part thereof in such manner as he shall think fit or as the Mortgagee shall from time to time direct
- 7.7.6 make and effect such repairs renewals and improvements to the Property or any part thereof as he may think fit and maintain renew take out or increase insurances
- 7.7.7 assign and transfer the licences held in respect of the Property to any purchaser or purchasers thereof or to such other person or persons as the Mortgagee shall direct
- 7.7.8 appoint solicitors surveyors accountants managers agents officers servants employees and workmen for any of the aforesaid purposes at such salaries fees or commissions and for such periods as he may determine and dismiss the same
- 7.7.9 sign any document execute any deed and do all such other things as may be incidental or as he may think conducive to the realisation of the Mortgagee's security. And for any of the purposes aforesaid such Receiver may borrow from the Mortgagee in priority to all monies hereby secured. Any sum so borrowed shall be treated as immediately owing by the Mortgagor to the

Mortgagee shall bear interest at the highest rate payable by the Mortgagor and shall be secured hereby

7.7.10 do all things as may be necessary for the realisation of the Property

7.7.11 to establish subsidiaries of the Mortgagor

7.7.12 to transfer the whole or any part of the Property to subsidiaries of the Mortgagor

Section 109(8)(iv) of the Law of Property Act 1925 shall apply as if it read "in payment of the monies (whether for interest or otherwise) in arrear or accruing due under the mortgage"

7.8 Co-operation by Mortgagor

The Mortgagor shall from time to time and at all times execute and do all such deeds assurances and things as the Mortgagee may reasonably require for perfecting the security intended to be created by this Deed and for facilitating the realisation of the Property and the exercise by the Mortgagee or any receiver of all the powers authorities and discretions conferred on them by or under the Law of Property Act 1925 or this Deed and in particular without prejudice to the generality of the covenant for further assurance deemed to be included by virtue of Section 76 of the Law of Property Act 1925 shall execute all transfers conveyances assignments and assurances whether to the Mortgagee or its nominees and shall give all notices orders and directions which the Mortgagee may think expedient

7.9 Expenses of exercise of powers

Any costs charges or expenses incurred by the Mortgagee or any Receiver in or about the exercise of any of its statutory powers or any of the other powers conferred by this Deed consequent upon any non-payment on the part of the Mortgagor of any sums due and payable pursuant hereto shall be repaid by the Mortgagor to the Mortgagee on demand with interest thereon from the time of the same having been incurred at the rate of four per centum (4%) per annum above the base rate from time to time of Barclays Bank Plc and until such payment of such costs charges or expenses and interest the same shall be charged upon the Property

7.10 No liability to Mortgagor

7.10.1 The mortgagee shall not incur any liability to the Mortgagor for negligence or other breach of duty in respect of any act or omission of it or any of its officers servants or agents or any receiver appointed hereunder in or about the management or realisation or otherwise in respect of the Property or of any other real or personal security for the monies hereby secured

7.10.2 No Receiver appointed hereunder shall incur any liability to the Mortgagor for negligence or other breach of duty in respect of any act or omission of himself or any of his servants or agents in or about the management or realisation or otherwise in respect of the Property

7.11 **Delegation of Powers**

The Mortgagee may delegate any of its powers hereunder to such person as it may think fit but no delegation of its powers shall preclude the exercise by the Mortgagee itself of such powers or any further delegation thereof and may be revoked at any time

7.12 **Set Off**

The Mortgagee may at any time without notice after an event of default or on making demand set-off or transfer any sum standing to the credit of any one or more of the then existing accounts in or towards satisfaction of any moneys obligations and liabilities of the Mortgagor to the Mortgagee whether such liabilities be present future actual contingent primary collateral several or joint

8. **Powers of Receiver**

8.1 Any receiver appointed by the Mortgagee in accordance with this charge shall have in extension to and by way of addition to the powers conferred on receivers by the Law of Property Act 1925 any or all of the powers or authorities conferred on the Mortgagee by this Deed or by the Law of Property Act 1925

8.2 Any such Receiver shall be deemed to be the agent of the Mortgagor who shall be solely responsible for his acts of defaults whether such acts or defaults purport to be done or made under any of the powers and authorities conferred upon him as aforesaid or otherwise but in case nevertheless the Mortgagee shall be required to or shall undertake to indemnify him the cost of so doing shall be borne by the Mortgagor

8.3 Any such Receiver shall be entitled to remuneration at a rate to be fixed by the Mortgagee without being limited to any maximum rate specified by Statute or otherwise and whether or not such Receiver is an employee or officer of the Mortgagee or any person or body associated with the Mortgagee

9. **Power of Attorney**

9.1 The Mortgagor hereby irrevocably appoints the Mortgagee and any person nominated in writing under the hand of the Mortgagee including every Receiver appointed under or pursuant to the provisions of the Law of Property Act 1925 or this Deed jointly and also severally its Attorney and Attorneys for the Mortgagor and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or deemed necessary by the Mortgagee or any such person or Receiver for any of the purposes of this Deed

- 9.2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Deed

10. **General**

IT IS FURTHER AGREED AND DECLARED as follows:-

10.1 **Service of notices**

Any demand or notice made by the Mortgagee hereunder whether for payment or otherwise shall be made by a notice in writing signed on behalf of the Mortgagee and shall be sufficiently served (notwithstanding the prior death or dissolution of the Mortgagor) if sent by prepaid first class letter post addressed to the Mortgagor by name at the address given in this deed or at its last known place of business (or its registered office) and any demand or notice served by post shall be deemed to have been made or served on the day following posting

10.2 **Protection of third parties**

No purchaser mortgagor mortgagee debtor or other person dealing with the Mortgagee or any Receiver appointed by the Mortgagee or with its or his attorneys or agents shall be concerned to enquire whether any power exercised or purported to be exercised whether granted by this Deed or otherwise has become exercisable or whether any monies remain due on the security of this Deed or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been contracted or made or otherwise as to the propriety or regularity of any contract for sale conveyance or sale or other dealing by the Mortgagee or such Receiver and in the absence of conscious mala fides on the part of such purchaser mortgagor mortgagee debtor or other person such contract for sale conveyance or sale or other dealing shall be deemed so far as regards the safety and protection of and its enforceability by such purchaser mortgagor mortgagee debtor or other person to be within the powers conferred by this Deed or otherwise and to be valid and effectual accordingly

10.3 **Consolidation**

Section 93 of the Law of Property Act 1925 (relating to consolidation) shall not apply to this security

10.4 **Giving of time to third parties**

The rights of the Mortgagee under this Deed shall not be prejudiced or affected by notice of any present or future financial arrangement between the Mortgagor and any third party and where under any such arrangement any payment is to be made by a third party to the Mortgagee or its nominee for or on account of the Mortgagor the Mortgagee may at its discretion give to such third party time for payment or otherwise vary any term of the said arrangement so far as it affects the Mortgagee and neither

such giving of time nor any such variation shall prejudice or affect the rights of the Mortgagee against the Mortgagor under this Deed

10.5 **Jurisdiction and forum**

The relationship between the Mortgagor and the Mortgagee shall be governed in all respects material to this security or the Mortgagee's rights and remedies hereunder by English Law and the Mortgagor shall not bring any proceedings or assert any claim counterclaim or set-off against the Mortgagee in respect of this security or the indebtedness hereby secured in any tribunal other than the High Court of Justice in England

10.6 **Joint and Several Liability**

Where there are two or more persons included in the expression "the Mortgagor" covenants expressed to be made by the Mortgagor shall be deemed to be made by such persons jointly and severally and the Mortgagee may release or discharge any one or more of them from all or any liability or obligation hereunder or may make any arrangement or composition with any such person without thereby releasing any other or others of them or otherwise prejudicing any of its rights hereunder or otherwise

10.7 **Clause Headings**

The clause headings contained in this deed are for the convenience of the parties and shall not affect the construction hereof

10.8 **Consents**

Any consent required hereunder may be withheld by the Mortgagee or granted subject to such conditions as the Mortgagee may in its absolute discretion think fit

10.9 **Successors in Title**

Where the context so admits the expressions "the Mortgagor" and "the Mortgagee" shall include their successors in title

10.10 **Severance of Provisions**

Each provision contained in this deed shall be severable from the remainder of such provisions and if at any time any one or more of these provisions shall be or become invalid illegal unlawful or unenforceable none of the remaining provisions shall in any way be affected prejudiced or impaired

10.11 **Effectiveness of Security**

The Charge created hereby shall be in addition and without prejudice to any lien to which the Mortgagee is by law entitled and to any other security which the Mortgagee

may at any time have and any right or remedy of the Mortgagee thereunder shall continue in full force and effect as a continuing security until discharged

10.12 **Rights Cumulative**

All rights powers and remedies hereunder are in addition to and shall not be construed as exclusive of any other rights powers and remedies provided by the general law or otherwise

10.13 **Payments to be free of deduction**

Any payment to be made hereunder shall be made without any deduction whatsoever save for such deductions as the Mortgagor may by statute be required to make

10.14 **Conflict of terms**

If any provision hereof shall conflict with any term of any other written agreement between the Mortgagor and the Mortgagee now or from time to time in force relating to any sum hereby secured or to the Property then unless otherwise stated therein and subject to Section 31 of the Land Registration Act 1925 the relevant term of this charge shall prevail but without prejudice to any other provision hereof and in particular the protection afforded to any purchaser under sub-clause 9.2 hereof

10.15 **Statutory Provisions**

Unless the context otherwise requires, references to statutory provisions include reference to the corresponding provisions of any earlier legislation (whether repealed or not) amended consolidated or replaced thereby and any later modifications or re-enactments thereof and reference to statutes include the schedules thereto and any regulations or subordinate legislation made thereunder

11. **Warranties and Undertakings**

The Mortgagor hereby undertakes and warrants to the Mortgagee:-

- 11.1 that none of the provisions of this Deed contravene or involve any contravention of any public or private obligation of the Mortgagor whether in relation to the Property or otherwise or exceed or involve any excess of any requisite power of the Mortgagor and
- 11.2 that the Mortgagor has complied with every formality and obtained every licence or consent and satisfied every other requirement (statutory or otherwise) which may be necessary in order to procure the effectiveness of this Deed according to its terms

12. **Restriction on Registers of Title**

The Mortgagor hereby applies to the Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title relating to the Property:-

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by The Welsh Ministers of the Welsh Assembly Government whose principal office is at Government Buildings, Cathays Park, Cardiff, CF1 3NQ"

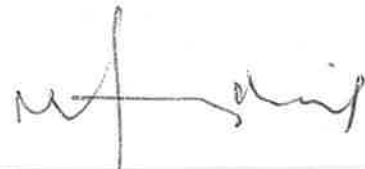
IN WITNESS whereof this Deed has been executed but remains undelivered until the day and year first before written

EXECUTED AS A DEED by affixing the)

COMMON SEAL of Pembrokeshire)

ATEB GROUP)
Goldsards LLP)
HOUSING ASSOCIATION LIMITED :-)



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Mutual Societies Application Form

Notification of charges

Full name of society or credit union:

ATEB Group Limited

Important information you should read before completing this form

Registered societies and credit unions can complete this form if they wish to:

- record a charge;
- register a floating charge (Scottish societies only);
- notify us of a partial or complete satisfaction of a charge; or
- notify us of a release of a charge.

You must not use this form if your society is

- a building society; or
- registered under one of the Friendly Societies Acts (1974 or 1992).

Please note:

- we have an information note that may assist you in completing this application.
- any personal details you give on the form will be placed on the society's file.
- it is important you give accurate and complete information and disclose all relevant information. If you do not, it may take us longer to assess your application.

Please keep a copy of the form and the supporting documents for future reference.

Terms in this form

'FCA', 'PRA', 'us' and 'we' refer to the Financial Conduct Authority or Prudential Regulation Authority.

'You' refers to the person signing the form on behalf of the society or credit union.

'The 2014 Act' is the Co-operative and Community Benefit Societies Act 2014



Mutual Societies Application Form

Notification of charges

Filling in the form

1 If you are using your computer to complete the form:

- use the TAB key to move from question to question and press SHIFT TAB to move back to the previous question; and
- print out the completed form and arrange for it to be signed in sections 1 and 2.

2 If you are filling in the form by hand:

- use black ink;
- write clearly; and
- arrange for it to be signed in sections 1 and 2.

3 If you make a mistake, cross it out and initial the changes, do not use correction fluid.

4 If you:

- leave a question blank;
- do not get the form signed; or
- do not attach the required supporting information

without telling us why, we will have to treat the application as incomplete. This will increase the time taken to assess your application.

5 If there is not enough space on the form, you may need to use separate sheets of paper. Clearly mark each separate sheet of paper with the relevant question number. Any separate sheets should be signed by the signatory to the form.

6 Email a scanned copy of the signed form and supporting documents to

mutual.societies@fca.org.uk

or

send it by post to:

**Mutuals Team
Financial Conduct Authority
25 The North Colonnade
Canary Wharf
LONDON
E14 5HS**

1

Details of charges

Society or credit union details

1.1 Society or credit union details

Register number	23308R
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Details of charges (fixed or floating)

1.2 What are you applying to record or register?

- | | |
|--|-----------------------------|
| <input checked="" type="checkbox"/> Recording a charge | ▶ Continue to question 1.3 |
| <input type="checkbox"/> Registering a floating charge (Scottish societies only) | ▶ Continue to question 1.3 |
| <input type="checkbox"/> Complete satisfaction of a charge | ▶ Continue to question 1.8 |
| <input type="checkbox"/> Partial satisfaction of a charge | ▶ Continue to question 1.11 |
| <input type="checkbox"/> Release of a charge | ▶ Continue to question 1.14 |

Recording/registering a charge (fixed or floating)

1.3 Names of the parties the charge is made between

Name	ATEB Group Limited
Name	The Welsh Ministers of the Welsh Assembly Government
Name	
Name	

1.4 Date of Instrument (dd/mm/yyyy)

1	5	/	0	5	/	2	0	1	8
---	---	---	---	---	---	---	---	---	---

1.5 You must confirm that a certified copy of the charge is attached

This must be certified with an original signature

☒ Yes

1.6 Are you submitting this charge outside the 21 day time limit?

☒ No☐ Yes ▶ Give the reasons why below

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Signature**1.7 This must be signed by one of the following:**

- the Secretary of the society or credit union; or
- a Solicitor acting on behalf of the society or credit union; or
- a person interested in the charge on behalf of the society or credit union.

Signature	Geldards LLP
Full name and address of signatory	Geldards LLP, Dumfries House, Dumfries Place, Cardiff CF10 3ZF
Position or capacity acting	Solicitors for the society
Date	22.05.2018

End of form**Complete satisfaction of charge (fixed or floating)****1.8 Date the charge was satisfied (dd/mm/yyyy)**

--	--	--	--	--	--	--	--	--	--

1.9 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge
☐ Yes
1.10 Give details below of the property no longer charged, e.g. address

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Continue to question 1.17

Partial satisfaction of charge (fixed or floating)**1.11 Date the charge was partially satisfied (dd/mm/yyyy)**

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1.12 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge
☐ Yes

1.13 The amount by which the charge was partially satisfied

£

If an amount is not applicable you must give details below

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Continue to question 1.17

Release of charge (fixed or floating)**1.14 Date when the society or credit union was released from the charge (dd/mm/yyyy)**

		/			/				
--	--	---	--	--	---	--	--	--	--

1.15 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge☐ Yes**1.16 Give details below of the property no longer charged, e.g. address**

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Continue to question 1.17

Signature**1.17 This must be signed by the Secretary of the society or credit union**

Signature	
Full name	
Date	dd/mm/yy

Continue to section 2

2 Statutory Declaration

Declaration

2.1 The Secretary and a member of the committee of management (or director) of the society or credit union must sign below in front of a commissioner for oaths (or a notary public or justice of the peace)

We do solemnly and sincerely declare that the particulars entered on this form in relation to the specified charge or floating charge are true to the best of our knowledge, information and belief.

And we make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835.

Member of the committee of management (or director) of society or credit union

Name	
Signature	
Date	dd/mm/yy

Secretary of society

Name	
Signature	
Date	dd/mm/yy

Declared before

- ☐ a solicitor;
☐ a commissioner for oaths;
☐ notary public; or
☐ justice of the peace

Name	
Declared at	
Signature	
Date	dd/mm/yy

End of form