

Co-operative and Community Benefit Societies Act 2014

Recording a Charge

Society: ATEB Group Limited

Registration number: 23308 R

The attached charge between the above society and:
Principality Building Society

was delivered to the FCA on 17 September 2020.

Instrument date: 28 August 2020

Application Date: 17 September 2020

Date: **30 September 2020**



LEGAL CHARGE (DIRECT)

THIS LEGAL CHARGE is dated

~~2019~~ 28 August 2020

and made BETWEEN:

- (1) **ATEB GROUP LIMITED** (registered number: 23308R) whose registered office is at Meyler House, St. Thomas Green, Haverfordwest, Dyfed, SA61 1QP (the "Mortgagor").
- (2) **PRINCIPALITY BUILDING SOCIETY** whose head office is at Principality Buildings, Queen Street, Cardiff CF10 1UA (the "Society").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 In this Legal Charge the following expressions shall have the following meanings:

"Facility Agreements" shall mean the following facility agreements made between the Mortgagor and the Society:

1. the facility agreement accepted by the Mortgagor on 23 March 2000 (as amended pursuant to a variation letter dated 11 March 2013);

2. the facility agreement accepted by the Mortgagor on 27 July 2001 (as amended pursuant to a variation letter dated 11 March 2013);

3. the facility agreement issued by the Society on 27 July 2006 and accepted by the Mortgagor on 27 October 2008 (as amended pursuant to a variation letter dated 11 March 2013);

4. the facility agreement issued by the Society on 2 October 2008 and accepted by the Mortgagor on 27 October 2008 (as amended pursuant to a variation letter dated 11 March 2013); and

5. the facility agreement issued by the Society on 11 November 2019 and accepted by the Mortgagor on 20

WE CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL


FOR AND ON BEHALF OF
CLARKE WILLMOTT LLP

DATE 1 September 2020

November 2019.

“Mortgaged Property” shall mean the property specified in the Schedule together with all buildings and fixtures from time to time on such property and the expression shall also include, where appropriate, the property and assets referred to in sub-clauses 3.2 and 3.3.

“Secured Liabilities” shall mean all moneys obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Mortgagor to the Society whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style on any account or in any manner whatsoever.

2. **COVENANT TO PAY**

- 2.1 The Mortgagor covenants with the Society that the Mortgagor will pay and discharge the Secured Liabilities on the due date(s) or, if no date has been agreed or specified, immediately on demand by the Society.
- 2.2 The Mortgagor further covenants with the Society that it will pay interest (as well after as before any demand or judgment) on the Secured Liabilities at the rate applicable to such liabilities or, in the absence of any such agreed rate, at the rate of two (2) % per annum above the Society’s Commercial Lending Base Rate, such interest to be compounded in accordance with the Society’s usual practice in the event of it not being duly and punctually paid.

3. **SECURITY**

- 3.1 The Mortgagor with full title guarantee hereby charges the Mortgaged Property by way of legal mortgage as a continuing security to the Society for the payment and discharge of the Secured Liabilities.
- 3.2 The Mortgagor also charges by way of fixed equitable charge in favour of the Society the goodwill of any business now or from time to time carried on at or from the Mortgaged Property or any part thereof by the Mortgagor as security for the discharge of the Secured Liabilities.

3.3 The Mortgagor will deposit with the Society and the Society will be entitled to retain during the subsistence of the security constituted by this Legal Charge all deeds and other documents constituting or evidencing the title to the Mortgaged Property or any part thereof.

3.4 The Mortgagor shall at any time upon the written request of the Society execute in favour of the Society and at the cost of the Mortgagor all such deeds or other documents as the Society shall require for more perfectly assuring the Mortgaged Property or any part thereof in favour of the Society.

4. PROHIBITION OF OTHER MORTGAGES AND CHARGES

4.1 The Mortgagor undertakes to the Society that at no time during the subsistence of the security constituted by this Legal Charge will the Mortgagor, otherwise than:-

4.1.1 in favour of the Society; or

4.1.2 with the prior written consent of the Society and in accordance with and subject to any conditions which the Society may attach to such consent,

create, grant, extend or permit to subsist any mortgage, debenture, charge or any other security interest on or over the Mortgaged Property or any part thereof. This prohibition shall apply not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security in priority to this Legal Charge but also to any mortgages, securities or charges which rank or purport to rank pari passu with or subsequent to this Legal Charge except for a legal charge over the Mortgaged Property in favour of the Welsh Ministers which is postponed in priority to this Legal Charge.

5. INSURANCE

5.1 The Mortgagor shall:-

5.1.1 cause all buildings and fixtures forming part of the Mortgaged Property to be insured and to be kept insured (and all policies and other contracts of insurance are hereby charged by way of fixed charge in favour of the Society) with a reputable insurance company against such risks and to such extent as is usual for Registered Social Landlords carrying on a business such as that carried on by the Mortgagor, or under a block policy for the full cost of reinstatement with the interest of the Society noted by endorsement

on the policy/ies of insurance relating thereto unless the policy contains an automatic noting of interests provision;

- 5.1.2 duly and punctually pay all premiums and other monies payable under all such insurances as aforesaid and promptly upon request by the Society produce to the Society receipts therefor or other evidence of the payment thereof provided the Society shall make not more than two requests in any twelve month period; and
 - 5.1.3 (if so required by the Society) deposit all policies and other contracts of insurance relating to the Mortgaged Property or any part thereof with the Society or produce the same to the Society for inspection.
- 5.2 If default shall be made by the Mortgagor in complying with sub-clause 5.1 the Society shall be entitled (but not bound) to effect or renew any such insurance as is mentioned in that sub-clause either in its own name or in its name and that of the Mortgagor jointly or in the name of the Mortgagor with an endorsement of the Society's interest unless the policy contains an automatic noting of interests provision. The monies expended by the Society on so effecting or renewing such insurance shall be reimbursed by the Mortgagor to the Society on demand and until so reimbursed shall carry interest as specified in clause 2.2 above from the date of payment to the date of such reimbursement and the Society shall be entitled (but not bound) to debit any account in the name of the Mortgagor with any such amounts.
- 5.3 All claims and monies received or receivable under any such insurance as aforesaid shall be held by the Mortgagor in trust for the Society and shall be applied by the Mortgagor in repaying or reducing the Secured Liabilities or, if the Society shall so require, in repairing, replacing, restoring or rebuilding the property damaged or destroyed or in such way as the Mortgagor and Society may otherwise agree SAVE THAT if the security hereby granted has become enforceable and subject to the terms of the relevant insurance permitting so, the Society may direct that such sums be applied by the Mortgagor in repaying or reducing the Secured Liabilities.
- 5.4 The Mortgagor undertakes to the Society that the Mortgagor shall notify the Society immediately in the event of any claims in respect of such insurances being disputed by such insurance office or underwriter and shall at the request of the Society take such proceedings as may be necessary to enforce such claim provided that, if the Mortgagor fails to take or pursue proceedings as requested by the Society, the Mortgagor hereby irrevocably appoints the Society as its attorney (pursuant to but without limit to the provisions of clause 12 hereof) for the purpose of commencing,

continuing or settling proceedings in the Mortgagor's name or otherwise on the Mortgagor's behalf at the cost of the Mortgagor and to do all deeds, acts and things which the Society may at its absolute discretion think fit.

6. PROHIBITION ON DEALINGS, GRANT OF LEASES ETC

6.1 The Mortgagor undertakes to the Society that at no time during the period this Legal Charge is in force will the Mortgagor, except as permitted by the Facility Agreements made between the Society and the Mortgagor and/or any Finance Document or instrument supplemental thereto (including any deed varying or replacing the same) or with the prior written consent of the Society (such consent not to be unreasonably withheld or delayed) and in accordance with any conditions that may be attached with such consent:-

6.1.1 execute or agree to execute any conveyance or assignment or transfer of the Mortgaged Property or any part thereof; or

6.1.2 exercise any of the powers reserved to a mortgagor by sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy of the Mortgaged Property or any part thereof or accept or agree to surrender of any lease or tenancy thereof; or

6.1.3 allow any person any licence or other right to occupy or share possession of the Mortgaged Property or any part thereof; or

6.1.4 give any consent, licence or agreement, whether expressly or by conduct, to any assignment of any lease or tenancy of the Mortgaged Property or to any sub-letting under any such lease or tenancy or to the assignment of any sub-lease or sub-tenancy of the Mortgaged Property or any part thereof.

6.2 None of the prohibitions specified in sub-clause 6.1 shall be construed as limiting any powers exercisable by any Receiver appointed by the Society hereunder and being an agent of the Mortgagor.

7. REPAIR

7.1 The Mortgagor undertakes to the Society that the Mortgagor will at all times during the period that this Legal Charge is in force:-

7.1.1 Repair and keep in repair all buildings and fixtures at any time forming part of the Mortgaged Property and not at any time (except in the ordinary

course of repair, maintenance or improvement) demolish, pull down, remove or dismantle any of the foregoing without the prior written consent of the Society:

- 7.1.1.1 permit the Society and its agents to enter the Mortgaged Property or any part thereof at any time upon reasonable notice to view and survey the condition of the Mortgaged Property;
- 7.1.1.2 immediately after being required to do so by the Society make good any want of repair in the Mortgaged Property;

7.2 At any time the Mortgagor shall fail to perform any of the undertakings contained in clause 7.1 the Society shall be entitled (but not bound) to enter the Mortgaged Property or any part thereof with agents, architects, contractors, workmen and others to execute such works and to do such things that may in the opinion of the Society be required to remedy such failure and take such other steps on or in relation to the Mortgaged Property or any part thereof that may in the opinion of the Society be required to remedy such failure. The costs of such works and actions shall be reimbursed by the Mortgagor to the Society on demand and until so reimbursed shall carry interest as specified in clause 2.2 from the date of payment to the date of reimbursement. No exercise by the Society of its powers under this clause shall render the Society liable to account as a Mortgagee in possession.

8. COVENANTS

8.1 The Mortgagor undertakes to the Society that the Mortgagor will or will cause the tenant under any lease where appropriate at all times during the period that this legal charge is in force:-

- 8.1.1 to perform other covenants as contained in any lease or agreement for a lease under which the whole or any part of the Mortgaged Property shall be held and, without prejudice to the generality of the foregoing, take no steps whatsoever whereby any such lease shall be forfeited or the agreement may be terminated or the rent payable thereunder may be increased or omit to doing anything that such omission may result in any such forfeiture, termination or increase in rent.
- 8.1.2 observe and perform all restrictions and other covenants and stipulations for the time being affecting the Mortgaged Property or any part thereof or the use or enjoyment or any part thereof.

- 8.1.3 comply with all requirements of planning legislation and all building and other regulations and bye-laws so far in each case as the same affect any land or buildings forming part of the Mortgaged Property or the user thereof.
- 8.1.4 pay when due all rents, rates, charges, taxes, duties, assessments and other outgoings whatsoever charged, assessed, levied or imposed upon the Mortgaged Property or the owner or occupier thereof and shall indemnify and keep indemnified the Society and any Receiver appointed by it against all such payments and if any such sums shall be paid by the Society or any such Receiver the same shall be repaid by the Mortgagor on demand with interest from the date of the demand to the date of payment.
- 8.1.5 comply with all relevant environmental, health and safety and similar laws, regulations and directives and ensure that the Mortgaged Property is free from contamination.

9. THE SOCIETY'S POWERS OF SALE AND LEASING

- 9.1 Section 103 of the Law of Property Act 1925 shall not restrict the exercise by the Society of the statutory power of sale conferred on it by section 101 of such Act, which power shall arise on the execution hereof and may be exercised by the Society at any time in relation to any part of the Mortgaged Property after the Society shall have demanded the payment or discharge by the Mortgagor of all or any of the Secured Liabilities, and the provisions of the said Act relating to and regulating the exercise of the said power of sale shall, so far as they relate to the security constituted by this Legal Charge, be varied or extended accordingly.
- 9.2 The statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred by sections 99 and 100 of the Law of Property Act 1925 shall be exercisable by the Society at any time after the Society shall have demanded the payment or discharge by the Mortgagor of all or any of the Secured Liabilities and, whether or not the Society shall then be in possession of that part of the Mortgaged Property proposed to be leased, so as to authorise the Society to make a lease or agreement for lease at a premium and for any length of term and generally without any restriction on the kinds of leases and agreements for lease that the Society may make and generally without the necessity for the Society to comply with any restrictions imposed by, or any other provisions of, the said sections 99 and 100. The Society may delegate such powers to any person, but no such delegation shall preclude the subsequent exercise of any such powers by

the Society itself or a subsequent delegation by the Society to any other person, and any such delegation may be revoked by the Society at any time.

10. **CONSOLIDATION OF SECURITIES**

10.1 Sub-section (1) of section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

11. **RECEIVER**

11.1 At any time after having been requested so to do by the Mortgagor, or after having made demand for the payment or other discharge of any of the Secured Liabilities, or after any breach by the Mortgagor of any provision hereof or of any contract or agreement giving rise to any of the Secured Liabilities, the Society may appoint one or more persons to be a Receiver or Receivers of the whole or any part of the Mortgaged Property and/or of the income thereof. The Society may:-

11.1.1 remove any Receiver previously appointed hereunder; and

11.1.2 appoint another person or persons as Receiver or Receivers, either in place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver or Receivers previously appointed.

If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Receiver of the same part or parts of the Mortgaged Property and/or the income thereof, each one of such persons shall be entitled (unless the contrary shall be stated in the deed(s) or other instruments appointing them) to exercise all the powers and discretions hereby or by statute conferred on Receivers individually and to the exclusion of the other or others of them.

11.2 Every such appointment or removal of a Receiver, and every delegation, appointment or revocation by the Society in the exercise of any right to delegate its powers or to revoke any such delegation herein contained, shall be made either by deed or by instrument in writing under the hand of any officer of the Society or any person authorised in writing in that behalf by any officer of the Society.

11.3 Every Receiver for the time being holding office by virtue of such an appointment shall (subject to any limitations or restrictions expressed in the deed or other instrument appointing him but notwithstanding any bankruptcy, winding-up or dissolution of the Mortgagor) have in relation to the assets and/or income in respect of

which he is appointed power in the name and on behalf and at the cost of the Mortgagor to do or omit to do anything which the Mortgagor himself could do or have done as an absolute owner and irrespective of any such bankruptcy, winding-up or dissolution and, without prejudice to the generality of the foregoing:-

- 11.3.1 all the powers conferred by the Law of Property Act 1925 (as varied and extended by this Legal Charge) on mortgagors but without the restrictions hereby imposed on the Mortgagor;
 - 11.3.2 (with the consent of the Society) all the powers conferred by the Law of Property Act 1925 on mortgagees in possession as such powers are hereby varied and extended and applicable to the Society in accordance with the provisions hereof; and
 - 11.3.3 all the powers conferred by the Law of Property Act 1925 on receivers.
- 11.4 In addition and without prejudice to the generality of the foregoing every such Receiver shall (notwithstanding any bankruptcy, winding-up or dissolution of the Mortgagor) have power to do all the following things, namely:-
- 11.4.1 to take possession of, collect and get in the assets and/or income in respect of which he was appointed;
 - 11.4.2 to carry on any business;
 - 11.4.3 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land on or forming part of any property in respect of which he was appointed, including without limitation the power to complete or undertake or concur in the completion or undertaking, with or without modification, of any project in which the Mortgagor was concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;
 - 11.4.4 to sell, or concur in selling, leasing or otherwise disposing of the whole or any part of any assets in respect of which he was appointed without the need to observe the restriction imposed by section 103 of the Law of Property Act 1925 or any of the restrictions or other provisions of section 99 of the said Act;

- 11.4.5 to carry any sale, lease or other disposal of any land or buildings and other property and assets in each case in respect of which he was appointed into effect by conveying, transferring, assigning or leasing in the name of the Mortgagor and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Mortgagor;
 - 11.4.6 to take any such proceedings as he shall think fit in respect of any assets and/or income in respect of which he was appointed in the name of the Mortgagor or otherwise, including proceedings for rent or other monies in arrears at the date of his appointment and proceedings for the enforcement of any insurance claims;
 - 11.4.7 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
 - 11.4.8 to insure any such assets as he shall think fit or as the Society shall direct and renew any insurances;
 - 11.4.9 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit including without prejudice to the generality of the foregoing power to employ his partners and firm;
 - 11.4.10 to operate any rent review clause in respect of any property in respect of which he was appointed or any part thereof and to apply for any new or extended tenancy;
 - 11.4.11 to raise or borrow money from the Society or any other person to rank for payment in priority to the security constituted by this Legal Charge and with or without a mortgage or charge on the assets and/or income in respect of which he was appointed or any part thereof;
 - 11.4.12 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security hereby constituted.
- 11.5 Every Receiver so appointed shall be deemed at all times and for all purposes to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts and defaults and for the payment of his remuneration.
- 11.6 Every Receiver so appointed shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Society (or, failing such agreement, to

be fixed by the Society) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm and without being limited to the maximum rate specified in section 109(6) of the Law of Property Act 1925.

- 11.7 At any time after having made demand for the payment or discharge of any of the Secured Liabilities the Society itself shall be entitled to exercise the same power as those conferred on any Receiver appointed hereunder by this Clause 11.

12. **POWER OF ATTORNEY**

- 12.1 The Mortgagor hereby irrevocably appoints the following, namely:-

12.1.1 the Society,

12.1.2 each and every person to whom the Society shall from time to time have delegated the exercise of the power of attorney conferred by this Clause, and

12.1.3 any Receiver appointed hereunder and for the time being holding office as such,

jointly and also severally to be the attorney or attorneys of the Mortgagor and in the Mortgagor's name and otherwise on the Mortgagor's behalf and as the Mortgagor's act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Society or any Receiver appointed hereunder shall consider requisite) for carrying out any obligation imposed on the Mortgagor by or pursuant to this Legal Charge for conveying or transferring any legal or other estate or interest in land and carrying any sale, lease or other dealing by the Society or such Receiver into effect, for getting in the Mortgaged Property or any part thereof and generally for enabling the Society and the Receiver to exercise the respective powers conferred on them by this Legal Charge or by law. The Society shall have full power to delegate the power conferred on it by this Clause, but no such delegation by the Society to any person shall preclude the subsequent exercise of such power by the Society itself or any subsequent delegation thereof by the Society to any other person, and the Society may revoke any such delegation at any time.

- 12.2 The Mortgagor shall ratify and confirm all transactions entered into by the Society or such delegate of the Society or such Receiver in the exercise or purported exercise of

the Society's or such Receiver's respective powers and all transactions entered into, documents executed and things done by the Society or such delegate or such Receiver by virtue of the power of attorney given by sub-clause 12.1.

13. PROTECTION OF PURCHASERS

13.1 No purchaser or other person dealing with the Society or its delegate or any Receiver appointed hereunder shall be bound to see or inquire whether the right of the Society or such Receiver to exercise any of its or his powers has arisen or has become exercisable or be concerned with any notice to the contrary or be concerned to see whether any delegation by the Society shall have lapsed for any reason or been revoked.

14. EFFECTIVENESS OF SECURITY

14.1 This Legal Charge shall be in addition to and shall be independent of every other security which the Society may at any time hold for any of the Secured Liabilities. No prior security held by the Society over the whole or any part of the Mortgaged Property shall merge in the security hereby constituted.

14.2 This Legal Charge shall remain in full force and effect as a continuing security until discharge by the Society.

14.3 Nothing contained in this Legal Charge is intended to, or shall operate so as to, prejudice or affect any bill, note, guarantee, mortgage, pledge, charge or other security of any kind whatsoever which the Society may have for the Secured Liabilities or any of them or any right, remedy or privilege of the Society thereunder.

15. REMEDIES, TIME OR INDULGENCE

15.1 The rights, powers and remedies provided by this Legal Charge are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers and remedies provided by law.

15.2 No failure on the part of the Society to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided by this Legal Charge or by law (collectively "the Society's Rights") shall operate as a waiver thereof, nor shall any single or partial waiver of any of the Society's Rights preclude any further or other exercise of any other of the Society's Rights.

15.3 The Society may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person(s) not (a) party/ies hereto (irrespective of whether such person(s) is/are jointly liable with the Mortgagor) in respect of the Secured Liabilities or in any way affecting or concerning them or any of them or in respect of any security for the Secured Liabilities or any of them, without in any such case prejudicing, affecting or impairing the security hereby constituted, or any of the Society's Rights or the exercise of the same, or any indebtedness or other liability of the Mortgagor to the Society.

16. ACCOUNTS

16.1 If the Society shall at any time receive notice of any subsequent mortgage, assignment, charge or other interest affecting the whole or any part of the Mortgaged Property the Society shall be entitled to open a new account or accounts for the Mortgagor in its books and if the Society does not in fact do so then (unless the Society gives express written notification to the Mortgagor that it has not done so) as from the time when the Society received such notice all payments made by the Mortgagor to the Society shall (in the absence of any express appropriation to the contrary by the Mortgagor) be treated as having been credited to such new account of the Mortgagor and not as having been applied in reduction of the Secured Liabilities outstanding at the time of receipt of such notice by the Society.

16.2 All monies received, recovered or realised by the Society under or pursuant to this Legal Charge may be credited, at the discretion of the Society to any suspense or impersonal account and may be held in such account for so long as the Society shall think fit (with interest accruing thereon at such rate as the Society shall consider fit) pending their application at such time or times as the Society may decide in the discharge of the Secured Liabilities or any of them.

16.3 In the event of the Society having more than one account for the Mortgagor in its books, it may at any time after having made demand hereunder or received notice as mentioned in sub-clause 16.1 of this Clause, and without notice to the Mortgagor, transfer all or any part of any balance standing to the credit of any such account to the credit of any other such account which is in debit.

17. COSTS, CHARGES AND EXPENSES

17.1 All costs, charges and expenses of the Society incurred in the exercise of any of the Society's Rights, or in connection with the execution of or otherwise in relation to this Legal Charge or in connection with the perfection or enforcement of the security

hereby constituted or any other security held by the Society for the Secured Liabilities or any guarantee to the Society in respect thereof shall be reimbursed to the Society by the Mortgagor on demand on a full indemnity basis together with interest as specified in clause 2.2 from the date of the same having been incurred to the date of payment.

- 17.2 Without prejudice to the generality of sub-clause 17.1 of this Clause, the Mortgagor hereby undertakes to indemnify and keep indemnified the Society (and by way of a separate undertaking, any Receiver appointed by the Society hereunder) against all existing and future rents, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether of the nature of capital or revenue and even though of wholly novel character) now or at any time hereafter repayable in respect of the Mortgaged Property or any part thereof or by the owner or occupier thereof together with interest from the date of the same having been incurred to the date of payment.
- 17.3 The Mortgagor hereby indemnifies and shall keep indemnified the Society and any Receiver appointed hereunder against all liabilities, losses, claims, proceedings, costs, damages or expenses suffered or incurred by or brought against the Society or any Receiver as a result of any failure by the Mortgagor to comply with any environmental, health and safety and similar laws regulations and directives or as a result of the Society or any Receiver becoming the owner, user or occupier of land which is contaminated whether the same was contaminated by the Mortgagor or by a previous owner or occupier.

18. **NOTICES**

- 18.1 Any demand or notice under this Charge shall be in writing signed by any manager or officer of the Society shall be made or delivered to the registered office of the Mortgagor or its principal place of business or to its last known place of business and shall be deemed to have been made or delivered when left at that address or (as the case may be) the day after being deposited in the post postage prepaid in an envelope addressed to the Mortgagor at that address notwithstanding that it may be returned undelivered.
- 18.2 If the Mortgagor shall be two or more persons any demand or notice served on one of them (or deemed to have been so served) shall be regarded as effectively served on the other or others of them.

19. **LAW AND JURISDICTION**

19.1 This Legal Charge shall be governed by and construed in accordance with the laws of England and Wales, and the Mortgagor hereby irrevocably submits to the non-exclusive jurisdiction of the English and Welsh courts.

20. **DEALINGS WITH PRIOR MORTGAGEES**

20.1 Any sale by the Society or a Receiver appointed hereunder may be made either subject to or discharged from any prior mortgage or other security and the Society or such Receiver may settle and pay the account of any person in whom the prior mortgage or other security may for the time being be vested. Any account so settled and passed shall as between the Society (or, as the case may be, the Receiver) on the one hand and the Mortgagor on the other hand be deemed to be properly settled and passed and shall be binding on the Mortgagor accordingly.

20.2 If any person or persons entitled to the benefit of any prior mortgage or other security ranking in point of security in priority to this Legal Charge shall call in the monies thereby secured or shall take any step to enforce the same, the Society may thereupon, by agreement or in exercise of its statutory power, either redeem such mortgage or other security or make payment of such monies and take a transfer for the benefit thereof, and the money so expended by the Society shall (but only if the Society shall so elect in a case where the Society has taken such transfer) be secured hereby as and be deemed part of the Secured Liabilities and shall bear interest. The reasonable and proper costs of and incidental to any such transaction incurred by the Society shall be reimbursed by the Mortgagor to the Society on demand.

21. **PROVISIONS SEVERABLE**

21.1 Each of the provisions contained in this Legal Charge shall be severable and distinct from one another and if at any time any one or more such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of each of the remaining provisions of this Legal Charge shall not in any way be affected, prejudiced or impaired thereby.

22. **ASSIGNMENT**

22.1 The Society shall have a full and unfettered right to assign the whole or any part of the benefit of this Legal Charge and the expression "the Society" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Society, who shall be entitled to enforce and proceed upon this

Legal Charge in the same manner as if named herein. The Society shall be entitled to pass any information concerning the Mortgagor to any such assignee or other successor or any participant or proposed assignee, successor or participant.

23. **REGISTERED LAND**

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

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ 2019 in favour of Principality Building Society referred to in the charges register”.

23.2 The Mortgagor consents to an application being made to the Land Registry to enter a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property and covenants with the Society to lodge the relevant Land Registration forms.

24. **CHARITY**

24.1 The Mortgaged Property is held by (or in trust for) a charity by the Mortgagor and the Mortgagor is an exempt charity.

25. **COUNTERPARTS**

25.1 This Legal Charge may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Legal Charge.. Any party may enter into this Legal Charge by signing any such counterpart.

Executed as a deed by the parties or their duly authorised representatives but not delivered until the date of this Legal Charge.

SCHEDULE

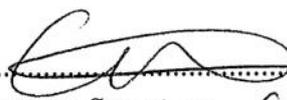
All the land and buildings contained in and (save where expressly stated otherwise) comprising the whole of the title number set out in the table below and including all of the dwellings specified in such table.

ID No	UPRN	Property Address	Title Number	Tenure
1	BROHEUL001	1 Bro Heulog, Penparc, SA62 5AZ (formerly Known as Land lying to the northwest of Square & Compass Inn, Square And Compass, Haverfordwest (SA62 5JJ))	CYM704972	Freehold
2	BROHEUL002	2 Bro Heulog, Penparc, SA62 5AZ (formerly Known as Land lying to the northwest of Square & Compass Inn, Square And Compass, Haverfordwest (SA62 5JJ))	CYM704972	Freehold
3	BROHEUL003	3 Bro Heulog, Penparc, SA62 5AZ (formerly Known as Land lying to the northwest of Square & Compass Inn, Square And Compass, Haverfordwest (SA62 5JJ))	CYM704972	Freehold
4	BROHEUL004	4 Bro Heulog, Penparc, SA62 5AZ (formerly Known as Land lying to the northwest of Square & Compass Inn, Square And Compass, Haverfordwest (SA62 5JJ))	CYM704972	Freehold
5	DEWI045	45 Dewing Avenue, Manorbier, Tenby, SA70 7TS (formerly Known as land to the east of 34 Dewing Avenue, Manorbier, Tenby)	CYM402966	Freehold
6	DEWI046	46 Dewing Avenue, Manorbier, Tenby, SA70 7TS (formerly Known as land to the east of 34 Dewing Avenue, Manorbier, Tenby)	CYM402966	Freehold
7	DEWI047	47 Dewing Avenue, Manorbier, Tenby, SA70 7TS (formerly Known as land to the east of 34 Dewing Avenue, Manorbier, Tenby)	CYM402966	Freehold
8	LITTLE006	6 Little Cedar Drive, Camrose, Haverfordwest, SA62 6JS (formerly Known as Land at The Folly, Camrose, Haverfordwest)	CYM569771	Freehold
9	LITTLE007	7 Little Cedar Drive, Camrose, Haverfordwest, SA62 6JS (formerly Known as Land at The Folly, Camrose, Haverfordwest)	CYM569771	Freehold

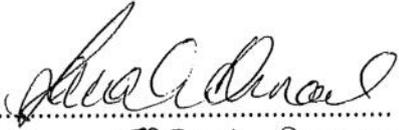
ID No	UPRN	Property Address	Title Number	Tenure
10	LITTLE008	8 Little Cedar Drive, Camrose, Haverfordwest, SA62 6JS (formerly Known as Land at The Folly, Camrose, Haverfordwest)	CYM569771	Freehold
11	LITTLE009	9 Little Cedar Drive, Camrose, Haverfordwest, SA62 6JS (formerly Known as Land at The Folly, Camrose, Haverfordwest)	CYM569771	Freehold
12	PENTRE001	1 Pentre Solar, Glanrhyd, SA43 3PJ	WA485200	Freehold
13	PENTRE002	2 Pentre Solar, Glanrhyd, SA43 3PJ	WA485200	Freehold
14	PENTRE003	3 Pentre Solar, Glanrhyd, SA43 3PJ	WA485200	Freehold
15	PENTRE004	4 Pentre Solar, Glanrhyd, SA43 3PJ	WA485200	Freehold
16	PENTRE005	5 Pentre Solar, Glanrhyd, SA43 3PJ	WA485200	Freehold
17	PENTRE006	6 Pentre Solar, Glanrhyd, SA43 3PJ	WA485200	Freehold

Executed as a deed by **ATEB GROUP**)
LIMITED in the presence of:)
)
)
)


.....
Board Member DAVID BIRCH

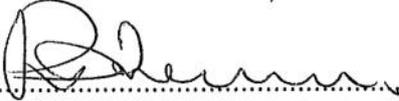

.....
Company Secretary CERI BARNETT

Executed as a deed by affixing
THE COMMON SEAL OF
PRINCIPALITY BUILDING SOCIETY
in the presence of:-



.....
Authorised Signatory

SARAH DWYACK
SIR WALTER RAE HQT



.....
Authorised Signatory

RICHARD THOMAS

CUSTOMER SERVICES MANAGER



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?

- Recording a charge ▶ Continue to question 1.3
- Registering a floating charge (Scottish societies only) ▶ Continue to question 1.3
- Complete satisfaction of a charge ▶ Continue to question 1.8
- Partial satisfaction of a charge ▶ Continue to question 1.11
- 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	PRINCIPALITY BUILDING SOCIETY
Name	
Name	

1.4 Date of Instrument (dd/mm/yyyy)

2	8	/	0	8	/	2	0	2	0
---	---	---	---	---	---	---	---	---	---

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

--

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	Devonshires
Full name and address of signatory	Devonshires Solicitors LLP, 30 Finsbury Circus, London, EC2M 7DT
Position or capacity acting	Solicitor
Date	17/09/2020

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)**

□	□	/	□	□	/	□	□	□	□
---	---	---	---	---	---	---	---	---	---

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

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

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