



Registration of a Charge

Company Name: **CELTIC HORIZONS LIMITED**

Company Number: **07838396**



Received for filing in Electronic Format on the: **24/05/2023**

XC47B3ZN

Details of Charge

Date of creation: **11/05/2023**

Charge code: **0783 8396 0003**

Persons entitled: **THE WELSH MINISTERS**

Brief description: **UNIT 2, 37 PONTYGWINDY INDUSTRIAL ESTATE, SIR ALFRED OWEN WAY, CAERPHILLY, CF83 3HU**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LAUREN BOUAFIA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7838396

Charge code: 0783 8396 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th May 2023 and created by CELTIC HORIZONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2023 .

Given at Companies House, Cardiff on 31st May 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

I certify that this is a true
copy of the original
~~document~~
The ~~document~~ ~~document~~
SOLICITOR

DATED 11 May

2023

17 May 2023

(1) CELTIC HORIZONS LIMITED

(2) THE WELSH MINISTERS

**LEGAL CHARGE
RELATING TO**

Unit 2, 37 Pontygwindy Industrial Estate, Sir Alfred Owen Way,
Caerphilly, CF83 3HU

Legal Services Department
Welsh Government
Crown Building
Cathays Park
Cardiff
CF10 3NQ

THIS DEED OF LEGAL CHARGE made on the 11 day of May 2023

BETWEEN:

(1) **THE MORTGAGOR**

CELTIC HORIZONS LIMITED a private company limited by shares within the meaning of Companies Act 2006 incorporated in England & Wales (registration number: 07838396 whose registered address is United Welsh Housing Association Limited Y Borth, 13 Beddau Way, Caerphilly, CF83 2AX

(2) **THE MORTGAGEE**

THE WELSH MINISTERS whose principal place of business is Crown Building Cathays Park Cardiff CF10 3NQ

WHEREAS pursuant to the Offer Letter the Mortgagor has agreed to execute this Charge in favour of the Mortgagee as security for the liabilities of the Mortgagor to the Mortgagee under the Offer Letter.

WITNESSETH as follows:

1. Definitions and Interpretations

The following expressions shall (unless the context otherwise requires) have the following definitions and/or interpretations:

"Charge" shall mean this Deed of Legal Charge as from time to time varied, replaced or supplemented whether by deed or otherwise

"Constitutional Documents means, at any relevant time, the Mortgagor's then current memorandum and articles of association

"LPA 1925" shall mean the Law of Property Act 1925

"Offer Letter" shall mean the offer letter dated 18 March 2021 which was accepted by the Mortgagor on the March 2021 as from time to time varied, replaced or supplemented

"Property" shall have the meaning ascribed to it in the First Schedule to this Charge and shall include all additions thereto and all fixtures and fittings in the nature of fixtures now or hereafter in or about the Property and shall include any part or parts thereof

"Secured Obligations" shall mean all monies obligations and liabilities from time to time due owing or incurred by the Mortgagor to the Mortgagee including under or pursuant to the Offer Letter

- 1.1 The expressions "the Mortgagee" and "the Mortgagor" shall have the meanings respectively ascribed to them at the commencement of this Charge and shall include their respective successors in title and assigns and covenants entered into by the Mortgagor are entered into by the Mortgagor for and on behalf of the Mortgagor and the successors in title and assigns of the Mortgagor

- 1.2 Where "the Mortgagor" includes two or more persons or bodies the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or such bodies shall be deemed to be the default of all
- 1.3 The Clause headings do not form part of this Charge and shall not be taken into account in the construction or interpretation thereof
- 1.4 Reference to any Act or legislation includes reference to that Act or legislation as for the time being amended replaced or re-enacted and includes reference to any subordinate legislation order regulation or direction made under or by virtue of that Act or legislation
- 1.5 The singular includes the plural and vice versa and words importing one gender only include all other genders
- 1.6 Where a restrictive obligation is imposed on the Mortgagor it shall be deemed to include an obligation on the Mortgagor not to permit or suffer such restrictive obligation to be breached by any other person
- 1.7 This Charge incorporates the Schedules annexed hereto

2. Charge

The Mortgagor with full title guarantee and as a continuing security hereby charges the Property in favour of the Mortgagee by way of legal mortgage as security for the payment and discharge of the Secured Obligations

3. Perform Offer Letter

The Mortgagor hereby covenants with the Mortgagee that it shall duly and punctually perform and discharge all its obligations and liabilities under or pursuant to the Offer Letter

4. Repair and Insurance

The Mortgagor shall keep the Property in a good and substantial repair and condition and will keep it insured against the normal comprehensive risks with an insurance company or underwriters of repute and in their full reinstatement value from time to time to the satisfaction of the Mortgagee. The said insurance shall be in the sole name of the Mortgagor with the interest of the Mortgagee being noted on the policy. If the Mortgagor fails to maintain or insure the Property the Mortgagee may do so at the expense of the Mortgagor (and any costs and expenses so incurred by the Mortgagee shall form part of the Secured Obligations) without thereby becoming a Mortgagee in possession.

5. Restrictions on Disposal etc

Except as permitted under the Offer Letter, the Mortgagor agrees that during the subsistence of this security it will not without the prior written consent of the Mortgagee:

- 5.1 sell or dispose of the Property;
- 5.2 grant any lease of the Property at a premium reserving less than the open market rent of the Property with vacant possession with the intention of realising the capital value of the Property

5.3 mortgage charge or otherwise encumber the Property

6. **Compliance with legislation**

The Mortgagor shall observe and perform all covenants and all statutory requirements affecting the Property

7. **Powers of Sale**

Section 103 of the LPA 1925 shall not apply to this Charge and the statutory power of sale and other powers shall be exercisable at any time after demand

8. **Rights of Enforcement**

The Secured Obligations shall be deemed to have become due within the meaning of Section 101 of the LPA 1925 immediately upon a demand for repayment being served by the Mortgagee

9. **Power to Appoint and Powers of Receiver**

At any time after the Mortgagee has made demand for the payment or other discharge of any of the Secured Obligations or after any breach by the Mortgagor of any provision of the Offer Letter or of this Charge or if requested by the Mortgagor the Mortgagee may without further notice appoint one or more persons to be a receiver or receivers of the Property. Any such appointment may be made in writing under the hand of any officer of the Mortgagee. Any receiver so appointed shall be the agent of the Mortgagor who shall be solely responsible for his acts and defaults and for the payment of his remuneration costs charges and expenses. Such remuneration shall be at the rate agreed between the Mortgagee and the receiver and Section 109(6) of the LPA 1925 is hereby excluded. Any receiver appointed hereunder shall have all the powers conferred by statute on receivers in addition to the following express powers:

- 9.1 to take possession of the Property
- 9.2 to alter improve develop complete construct modify refurbish or repair any building or land forming part of the Property
- 9.3 to sell lease or otherwise dispose of or deal with the Property
- 9.4 to take any proceedings as he shall think in respect of the Property
- 9.5 to conduct any business carried on or in the opinion of the Mortgagee or any receiver capable of being carried on in or from the Property
- 9.6 to enter into any agreement arrangement or compromise as he shall think fit
- 9.7 to insure the Property as he shall think fit
- 9.8 to appoint employees managers officers and workmen
- 9.9 to raise or borrow money ranking for payment in priority to the security constituted by this Charge
- 9.10 to do all such other things as may seem to be necessary or beneficial for the realisation of the security hereby constituted

All or any of the powers hereby or otherwise conferred on the receiver may be exercised by the Mortgagee without first appointing a receiver or notwithstanding any appointment

10. Power of Attorney

The Mortgagor hereby irrevocably appoints the Mortgagee and any nominee of the Mortgagee and/or the receiver and any nominee of the receiver jointly and also severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) and in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign seal and execute deliver perfect and do all deeds instruments acts and things which may be required by the Mortgagee or the receiver for the purposes of this Charge or the exercise of any of the powers granted hereby

11. Further Assurance

The Mortgagor shall do all such acts and things and shall execute all such assurances and instruments as the receiver shall reasonably require in the exercise of any of the powers hereby conferred upon him

12. Consolidation

Section 93 of the LPA 1925 (restricting the Mortgagee's right of consolidation) shall not apply to this Charge

13. Notices

Notices and demands by the Mortgagee may be given or served:

- 13.1 personally or by leaving the same at the registered office or last known address of the person to be served which shall thereupon be good and effective service
- 13.2 by first class pre-paid post. Service shall be deemed to have been effected 2 working days after posting
- 13.3 in the case of a deceased Mortgagor on his personal representatives notwithstanding that no grant of representation has been made of his estate in England and Wales if the notice is addressed to the deceased Mortgagor by name or to his personal representatives by title and is left at or sent by first class pre-paid post or by telex facsimile or other electronic means to the usual or last known address of the deceased Mortgagor

When sending by post service shall be deemed to have been effected 2 working days after posting.

14. Indemnity for Costs etc

The Mortgagor shall indemnify the Mortgagee in respect of all reasonable and proper costs and expenses (including without limitation legal costs) incurred by the Mortgagee in connection with any enforcement of the Mortgagee's rights hereunder and any amounts which the Mortgagor shall be liable to pay to the Mortgagee under this Clause shall form part of the Secured Obligations

15. Certification

A certificate by an officer of the Mortgagee as to the amount for the time being due in respect of the Secured Obligations shall be (in the absence of manifest error) conclusive evidence for all purposes against the Mortgagor

16. **H M Land Registry Restriction**

The Mortgagor requests the Chief Land Registrar to enter restrictions on the Register of any registered land hereby charged that:-

"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 time being of the charge dated in favour of the Welsh Ministers referred to in the charges register or its conveyancer"

17. **Constitutional Documents**

The Mortgagor certifies that the security created by this Charge does not contravene any other relevant law or regulation applicable to the Mortgagor or the Constitutional Documents of the Mortgagor.

18. **Delivery**

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

19. **Enforcement by Third Parties**

The parties to this Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

20. **Law and Jurisdiction**

This Charge is governed by and shall be construed in accordance with the laws of England and Wales and the Mortgagor submits to the exclusive jurisdiction of the courts of England and Wales.

FIRST SCHEDULE

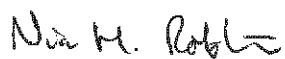
The Property

The Property shall mean all that piece or parcel of land known as Unit 2, 37 Pontygwindy Industrial Estate, Sir Alfred Owen Way, Caerphilly, CF83 3HU being the land comprised in a lease dated 6 April 2023 made between (1) Starburst (UK) Limited and (2) Celtic Horizons Limited

**EXECUTED as a DEED by
CELTIC HORIZONS LIMITED
acting by:**

A handwritten signature consisting of a large, stylized loop with a horizontal stroke extending to the right.

Director

A handwritten signature in cursive script, appearing to read "N. M. Robb".

Director/Company Secretary