

MR01

Particulars of a charge



Companies House

100003/13

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. The
certified copy must be scanned and placed on the public record. **Do not send the original.**



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A16

17/07/2014

#202

COMPANIES HOUSE

THURSDAY

1 Company details

Company number 08541710

Company name in full NEW CITY PROPERTIES LIMITED

3 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 15/07/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ✓ SJB SSAS

Name ✓ SIMEON JOSEPH BONES (TRUSTEE)

Name ✓ ALLTRUST SERVICES LIMITED (TRUSTEE)

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MRO1

Particulars of a charge

4	Brief description			
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument		Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"	
	Brief description	24 CARDIFF ROAD, ABERCYNON, PONTYPRIDD, RHONDDA CYNON TAFF CF45 4PL		Please limit the description to the available space
5	Other charge or fixed security			
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box			
	✓	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
6	Floating charge			
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box			
	<input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7			
	Is the floating charge expressed to cover all the property and undertaking of the company?			
	<input type="checkbox"/> Yes			
7	Negative Pledge			
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box			
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
8	Trustee statement ^①			
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge		① This statement may be filed after the registration of the charge (use form MR06)	
	<input type="checkbox"/>			
9	Signature			
	Please sign the form here			
	Signature	<div style="display: flex; align-items: center; justify-content: space-between;"> X X </div>		
	This form must be signed by a person with an interest in the charge			

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **GARETH EMERY**

Company name **GARETH EMERY SOLICITOR**

Address **THE GABLES, 4 THE PADDOCKS**

Post town **GROESFAEN**

County/Region **MID GLAM**

Postcode **C F 7 2 8 L E**

Country **UK**

DX

Telephone **02920891164**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 8541710

Charge code: 0854 1710 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2014 and created by NEW CITY PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th July 2014.

P

Given at Companies House, Cardiff on 24th July 2014



Companies House




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

DATED 15TH JULY 2014.

(1) NEW CITY PROPERTIES LIMITED

(2) THE TRUSTEES OF THE SJB SSAS

LEGAL CHARGE

15TH JULY 2014
I certify this to be a true copy
of the original

GARETH EMERY SOLICITOR
THE GABLES, 4 THE PADDOCKS
GROESFAEN, MID GLAM, CF72 8LE
TEL: 02920 891164

THIS CHARGE is made by

- (1) NEW CITY PROPERTIES LIMITED (Company Number 08541710) of the registered office of which is at 46 Bishops Walk Llandaff Cardiff CF5 2HE "Chargor") and the term Chargor shall also include any person to whom the Chargor's interest in all or part of the Property has been transferred (with the written consent of the Chargee) or otherwise disposed of without such interest first being released from the effect of the Charge,

In favour of

- (2) SJB SSAS acting by its trustees, namely, its member trustees, SIMEON JOSEPH BONES of 46 Bishops Walk Llandaff Cardiff CF5 2HE and its professional trustee, ALLTRUST SERVICES LIMITED (Company Number 05365396) whose registered office is at Imperial House Imperial Way Newport NP10 8UH ("the Chargee")

IT IS AGREED as follows -

1 Definitions and Interpretation

- 1.1 In this Charge, the words and phrases set out below have the meanings set against them, unless the meanings are inappropriate in the context in which the defined words appear

"the Borrower" means New City Properties Limited the registered address of which is at 46 Bishops Walk Llandaff Cardiff CF5 2HE,

"the Chargee" includes any person

- (i) who claims any title to or interest in the Charge from the Chargee, or
- (ii) to whom the Chargee's interest in all or part of the Charge is transferred,

"Charge" means this Charge over the interest of the Chargor in the Property to secure the repayment of the Loan to the Chargee,

"Expense" or Expenses" means the total of the following

- (i) any commission and other charges which the Chargee may from time to time charge to the Borrower in respect of the Loan or any service provided by the Chargee to the Borrower or the Chargor,
- (ii) any costs, charges, premiums, fees and expenses incurred from time to time by the Chargee or the Receiver under this Charge and which are either repayable by

the Chargor under this Charge or are incurred in the exercise by the Chargee or the Receiver of their powers under this Charge,

- (iii) any costs, charges and expenses incurred by the Chargee or the Receiver in connection with the Chargee or the Receiver doing anything to protect this Charge or to obtain possession of or sell or deal (in any other way allowed by this Charge) with the Property,

together with Value Added Tax upon such sums where appropriate

"Insured Risk" means fire, explosion, collision, impact, storm, flood, lightening, landslip, subsidence, burst pipes, terrorist acts and such other risks as the Chargee may from time to time require,

"Interest" means any sum of money payable to the Chargee by way of interest upon the Loan,

"Loan" means the Loan of the sum of £42360 made by the Chargee to the Borrower plus interest and expenses as set out in the Loan Agreement,

"Loan Agreement" means the agreement made between the Borrower and the Chargee in respect of the Loan and dated the 15th day of July 2014

"Property" means the freehold land described in the Schedule to this Charge which has been charged to the Chargee by this Charge (where the context allows this) as security for the repayment of the Loan referred to in this Charge,

"Receiver" means any person who is appointed by the Chargee in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by the Chargee in writing for such person;

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, sub-tenants or licensees of the Property to the Chargor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses

1 2 In this Charge, unless it is inappropriate in the context in which they appear

1 2 1 any words of either the masculine, feminine or neuter genders only also include the other genders,

1 2 2 any words in the singular or the plural also include the other,

- 1 2 3 any reference to any of a person, firm, partnership, unincorporated association, body corporate or company also includes a reference to each of the others,
- 1 2 4 any reference to an Act of Parliament or to a Statutory Instrument is to mean a reference to that Act or Statutory Instrument as it has been modified or reenacted from time to time;
- 1 2 5 any reference to a "clause" means a reference to the relevant one of the clauses in this Charge,
- 1 2 6 the headings in this Charge are for information only and have no legal effect,
- 1 2 7 where in this Charge any list of two or more words is ended by words general in nature, the meaning of those general words shall not be construed restrictively according to the meaning of the more specific words preceding them in the list

2 Repayment

The Chargor will ensure repayment of the Loan by the Borrower to the Chargee in accordance with the terms of the Loan Agreement

3 Charging Provisions

3.1 The Chargor with the full title guarantee charges as security for the Loan

3 1 1 by way of first legal mortgage, the Property,

3 1 2 by way of fixed charge all plant, machinery and other items located at the Property on or at any time after the date of this Charge which are within the ownership of the Chargor;

3 1 3 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Chargor relating to them to hold to the Chargee absolutely subject to redemption upon repayment of the Loan; and

3 1 4 by way of fixed charge the proceeds of any claim made under any insurance policy relating to the Property

4 Insurance

4.1 While this Charge is in force, the Chargor will keep the Property insured with an insurance company previously approved in writing by the Chargee against loss or damage by any of the Insured Risks in the full reinstatement value of the Property for the time being and upon an index-linked basis together with all costs of demolishing any buildings on the Property and removing the debris and all architects', surveyors', engineers' and other professional fees for rebuilding or reinstating the Property following any damage by any of the Insured Risks and also value added tax upon any such costs or fees

4.2 The Chargor will pay all premiums and other monies necessary to keep such insurance policy in force on the dates upon which such monies are to be paid under the insurance policy

4.3 The Chargor will upon request from the Chargee from time to time produce to the Chargee proof that all such payments have been properly made, together with a copy of the insurance policy.

4.4 If the Chargor does not

4.4.1 take out and keep up such insurance policy, or

4.4.2 pay the premiums and other monies promptly, or

4.4.3 prove to the Chargee that the premiums and other such monies have been paid,

then the Chargee may itself take out or renew such insurance policy in any sum and on any terms which the Chargee may in its discretion think fit and any money spent by the Chargee pursuant to this clause shall be an Expense

4.5 The Chargor must notify the Chargee in writing as soon as possible after an event has happened which is likely to lead to a claim being made under any insurance policy relating to the Property

4.6 All monies payable under any insurance policy in respect of any loss or damage to the Property must be paid to the Chargee and, at the option of the Chargee, will be used either

4.6.1 to repair, reinstate or replace the loss or damage in respect of which such money is paid, or

4.6.2 in repaying the Loan

4.7 At any time after the Chargee has demanded that the Chargor repay the Loan, the Chargee or the Receiver may insure the Property in such sum, upon such terms,

against such risks and with such insurance company as the Chargee or Receiver may think fit, and the cost of doing so shall be an Expense

5 The Chargor's Leasing Powers

5 1 The Chargor will not without the prior written consent of the Chargee

5 1.1 grant or accept the surrender of any lease or tenancy of all or part of the Property whether under the powers given by Sections 99 and 100 of the Law of Property Act 1925 or otherwise, or

5.1 2 extend, renew or vary any lease or tenancy granted by the Chargor or its predecessors in title in favour of any third party of all or part of the Property,

5 1 3 give any consent to transfer or underlet any such lease or tenancy;

5 1 4 give up the possession of all or any part of the Property or grant any licence or right to occupy all or any part of the Property, or

5 1 5 agree to do any of such things

5 2 The Chargor will at his own expense upon written request from the Chargee at such times as the Chargee shall think fit inform the Chargee in writing who is in occupation of each part of the Property and upon what terms

6 Further Security

The Chargor will, at its own cost and whenever required by the Chargee, do anything and sign, seal and deliver all such deeds, instruments, notices or other documents of any kind, in such form as the Chargee may require, in order to enhance or perfect the Chargee's security under the Charge, or to preserve the Property or to enable the Chargee either to enforce this Charge or to exercise any of the powers and rights given by this Charge or by law to the Chargee or the Receiver

7 The Chargor's Obligations

7.1 The Chargor agrees with the Chargee as follows

- 7.1.1 not to create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Chargee,
- 7.1.2 not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of the Chargee,
- 7.1.3 without delay and in a proper manner and in any event within such period of time as the Chargee may require and to the Chargee's satisfaction to complete any buildings in the course of construction at any time upon the Property in accordance with the requirements of any planning permission or other consent for their carrying out and to the satisfaction of any relevant authorities,
- 7.1.4 to repair and keep in good and substantial repair, and if necessary to rebuild or reinstate, all buildings or other erections, any services for such buildings and any fixtures at any time in or upon the Property,
- 7.1.5 not, without the prior written consent of the Chargee, to make any structural alteration to any buildings or other erections on the Property or to apply for any planning consent for the development or change of use of the Property, or to do or allow or omit to be done anything which might adversely affect the value of the Property
- 7.1.6 to allow the Chargee and any person authorised by the Chargee to enter the Property at all reasonable hours in the daytime following prior written notice to examine the state and condition of the Property and to leave at the Property notice in writing of all defects and repairs which that person considers need to be carried out to the Property to preserve the value of the Chargee's security,
- 7.1.7 immediately after receiving such notice, to carry out all works stipulated in such notice and if the Chargor shall fail to carry out all or some of such works, the Chargee shall be entitled, with or without workmen, to enter the Property at any time to carry out such works, and any money spent by the Chargee in carrying out such works shall be an Expense,
- 7.1.8 to comply in all respects with the provisions of all agreements, contracts, conveyances, grants and any deeds or documents which contain any matters affecting the Property or its use,

- 7 1 9 to enforce the prompt payment of the rents payable by any tenant, licensee or occupant of all or any part of the Property and to ensure that such tenant, licensee or occupant complies with all of the terms of any agreement under which he so leases or occupies the Property,
- 7 1 10 to take all necessary steps to ensure that the rent reviews imposed by any leases or tenancies or other agreements relating to the occupation by others of all or any part of the Property are resolved as quickly as possible to achieve the best rent reasonable obtainable,
- 7.1 11 not to do, or allow to be done, nor omit to do, anything on the Property which might prejudicially affect any insurance policy in respect of the Property;
- 7 1 12 to ensure that any legislation, regulations or byelaws for the time being and from time to time in force and applicable to the Property are fully complied with
- 7 1 13 on request by the Chargee to deposit with the Chargee all title deeds, planning permissions and insurance policies relating to the Property which the Chargee shall be entitled to hold and retain while the Charge is in force,
- 7 1 14 If the title to the Property is not registered under the Land Registration Acts 1925 to 1986, to ensure that no person shall be registered under such Acts as proprietors of all or any part of the Property without the prior written consent of the Chargee while this Charge is in force,
- 7 1 15 without the prior written consent of the Chargee not to do or allow to be done or omit to do on the Property anything which might lead either to the Chargor incurring any liabilities or committing any offence under the Environmental Protection Act 1990 or incur any other liability as a result of the pollution of the Property or to the Property being entered upon any registers of land which may have been put to a contaminative use under that Act and further to send copies to the Chargee of any notice received in connection with environmental matters relating to the Property;

8 The Chargee's Powers and the Enforcement of the Charge

8 1 At any time after the Chargee has demanded the repayment of the Loan and insofar as the law allows, the Chargee may

8.1 1 appoint a Receiver over all or part of the Property,

8 1 2 exercise all of the powers conferred upon it as mortgagee by the Law of Property Act 1925 as extended or varied by this Charge;

8 1 3 take possession of the Property and in so doing shall be deemed to be the agent of the Chargor, and to the extent that they are not charged by the Chargor in this Charge the Chargee may at the expense of the Chargor and as the agent of the Chargor remove, store, preserve, sell or otherwise dispose of any chattels and any livestock at the Property without being liable to the Chargor for any loss in connection with such disposal and the Chargee will pay the net proceeds of sale of such chattels and livestock (after payment of any costs incurred in connection with such removal, storage, preservation and disposal) to the Chargor on his demand

8 2 Section 103 of the Law of Property Act 1925 shall not apply to this Charge, and the Charge shall become immediately capable of being enforced and the power of sale and other powers conferred on mortgagees by that Act (as extended or varied by this Charge) shall arise and become exercisable without the restrictions contained in that Act at any time after the date of the Charge PROVIDED THAT the Chargee will not exercise such powers until it has demanded the repayment of the Loan but this provision shall not affect anyone acquiring any interest in the Property from the Chargee or put him upon enquiry as to whether or not such demand has actually been made.

8 3 The restrictions on the right of consolidating mortgages which is contained in Section 93 of the Law of Property Act 1925 shall not apply to the Charge

8 4 The following provisions shall apply to any Receiver

8 4 1 where more than one Receiver is appointed, they shall have the power to act severally as well as jointly in relation to all or any part of the Property unless the Chargee shall when appointing them specify otherwise,

8 4 2 if the Chargee appoints a Receiver over part only of the Property, the Chargee will still be entitled to appoint the same or another Receiver over any other part of the Property,

8 4 3 the Chargee may from time to time determine how and how much the receivers to be paid,

8 4 4 the Chargee may from time to time remove the Receiver from all or part of the Property and, if it wishes, appoint another in his place,

8 4 5 the Receiver shall, so far as the law permits, be the agent of the Chargor, who shall alone be personally liable for the Receiver's acts, defaults and costs,

8 4 6 the Receiver shall have all of the powers given to receivers by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed under that Act, and in addition to, but without limiting such general powers, and without prejudice to the Chargee's powers, the Receiver shall have power in the name of the Chargor or otherwise to do the following things:

8 4 6.1 to take possession of, collect and get in all or any part of the Property and all rents and other income of the Property,

8 4 6 2 to commence and/or complete any building works on any part of the Property,

8 4 6 3 to apply for and obtain any permissions, approvals, consents or licences as he may in his absolute discretion think fit,

8 4 6 4 to acquire any further property, assets or rights whatsoever, whether by way of purchase, lease or otherwise,

8 4 6 5 to borrow money for any purpose specified in this clause from the Chargee or any other person upon the security of the Property or otherwise;

8 4 6 6 to provide such services for tenants and generally to manage the Property in such manner as he shall think fit,

8 4 6 7 to sell (whether by way of auction or by private contract or by any other means), let, or grant licences of, and to vary the terms of or terminate or accept surrenders of leases or tenancies of all or any part of the Property or grant options over all or any part of the Property, in such manner and for such term, with or without any payment, with such rights relating to the other parts of the Property, and generally upon such terms and conditions (including the payment of money) as the Receiver shall think fit in his absolute discretion,

8 4 6 8 to accept payment for any such sale, lease, licence or option in a lump sum or by instalments or in cash or by debentures, securities or any other valuable consideration as the Receiver shall think fit,

8 4 6 9 to establish a company or to purchase any shares in a company to acquire all or any part of the Property or any interest in the Property,

8 4 6 10 to make any arrangement or to reach any agreement with regard to any claim which he or the Chargee may think fit,

8 4 6 11 to carry out all repairs, renewals and improvements to the Property as he shall think fit,

8 4.6 12 to bring or defend any proceedings in the name of the Chargor as the case may be in relation to the Property as the Receiver shall think fit,

8 4 6.13 to appoint, employ or dismiss professional advisers, managers, officers, contractors and agents previously approved in writing by the Chargee for any of the purposes set out in this clause including but not limited to the management of the Property and the business of the Chargor on such terms as the Receiver may think fit,

8 4 6.14 to exercise on behalf of the Chargor all or any of the powers given to landlords or tenants (as the case may be) by the Landlord and Tenants Act 1927 to 1988 in respect of the Property but without incurring any liability in respect of the powers so exercised,

8.4.6.15 to do all such other acts and things as may be considered by the Receiver to be incidental to or necessary for any of the powers contained in this Charge or otherwise to preserve, improve or sell the Property, and

8.4.6.16 the Receiver shall not be authorised to exercise any of the powers in the preceding clause if and to the extent that the Chargee shall in writing have excluded them, whether when appointing the Receiver or subsequently

8.5 All of the powers of the Receiver under this Charge may be exercised by the Chargee at any time after the Chargee has demanded repayment of the Loan, whether as attorney of the Chargor or otherwise, and whether or not a Receiver has been appointed.

9 Application of the Proceeds of the Property

9.1 All money arising from the enforcement of this Charge shall be applied in the following order

9.1.1 first in paying the fees and expenses of the Receiver and the Expenses,

9.1.2 secondly in repaying the Loan

9.2 The Chargee shall not be liable to the Chargor, whether as mortgagee in possession or otherwise, in respect of any monies which have not actually been received by the Chargee

10 Power of Attorney

10.1 The Chargor by way of security irrevocably appoints the Chargee and any Receiver and each of them severally to be its attorney (with full power to delegate their powers) for it and in its name and on its behalf and as its act and deed

10.1.1 to execute as a deed and perfect all deeds, instruments, notices and documents,

10.1.2 to do anything which the Chargor may or ought, or, has agreed to do under this Charge,

10.1.3 to exercise all or any of the powers, authorities and discretions conferred by this Charge upon the Chargee or any Receiver,

10 1 4 to do anything which the Chargee or any Receiver shall think fit for carrying out any sale, lease, charge or dealing by the Chargee or any Receiver with all or any part of the Property, and

10 1 5 to take any action necessary to renew any licence or consent necessary to Carry out any operation or business on the Property in the name of the Chargor or otherwise

10 2 The Chargor agrees with the Chargee to ratify and confirm anything done by the Chargee or the Receiver as its attorney when exercising or purportedly exercising the powers conferred in accordance with clause 8

11 The Expenses

The Chargor shall pay any of the Expenses immediately upon the Chargee requiring it to do and they will be secured under this Charge This will be without prejudice to any other remedy, lien or security which the Chargee may from time to time have for the repayment of the Expenses.

12 Continuing Security

12 1 This Charge shall be a continuing security for the Loan until the loan has been repaid in full

12 2 This Charge shall not be ended by insolvency of the Borrower or the Chargor or by any payments to the Chargee or settlement of any accounts or anything else.

12 3 The Charge shall be in addition and shall not either prejudice or be prejudiced by

12 3 1 any other security, guarantee, remedy or lien, now or at any time while this Charge is in force, held by or available to the Chargee;

12.3 2 any invalidity of any such other security, or

12 3 3 the Chargee at any time and from time to time releasing, varying or not enforcing any such other security

13 Waiver

- 13 1 If the Chargee shall delay or omit to exercise any rights, powers or discretions that it has under this Charge it shall not be deemed to have waived such right, power or discretion, and if it exercises any such right, power or discretion partially, it may still further exercise that right, power or discretion or any other rights, powers or discretions that it has
- 13 2 The Chargee may only waive any of its rights under the Charge in writing and such waiver may be subject to any conditions which the Chargee thinks fit Any such waiver will only apply to the precise circumstances for which it is given.

14 Notices

- 14 1 Any notice or demand for payment by the Chargee shall, without prejudice to any other method by which it may be made, be taken to have been properly made if,

14 1 1 left or sent by post or facsimile transmission to the person to be served at:

14 1 1 1 the Chargor's last known address, or

14 1 1.2 the Property;

and if sent by post or facsimile transmission, any notice or demand shall be assumed to have reached the person to whom it was addressed at noon on the day following the day that the letter was posted or sent by facsimile transmission.

- 14 2 In order to prove that a notice or demand has been served, the Chargee need only prove that the notice or demand was properly addressed and posted or transmitted

15 Transfer by the Chargee

- 15 1 The Chargee may freely assign or transfer to any other person the benefit of this Charge (either at law or in equity) together with all of its rights in respect of the Loan and the person to whom the benefit of this Charge or the Loan is transferred may enforce the Charge in the same way as if he had been party to the Charge instead of this Chargee
- 15 2 The Chargor agrees that if the Chargee has transferred part only of its rights in respect of the Loan to any other person, then the Charge shall be treated as if it had been given to the Chargee as trustee for itself and such other person

- 15 3 The Chargor may not assign or transfer any of its obligations under this Charge or enter into any transaction which would result in any of these obligations passing to another person

16 Disclosure of Information

- 16 1 The Chargor irrevocably authorises the Chargee to pass on to

16 1 1 any person to whom the Chargee has delegated any of its function under this Charge, or

16 1 2 any person to whom the Chargee has transferred or intends to transfer any interest under the Charge and the advisers of such person;

such information in relation to the Chargor, the Loan or the Property as the Chargee shall think fit

17 Assignment of Rents

17 1 If the whole of any part of the Property is, now or at any time while this Charge is in force, let, leased or licensed the Chargor agrees with the Chargee as follows

17 1 1 to give irrevocable instructions in such form as the Chargee may from time to time require to any firm which is currently or from time to time employed by the Chargor to manage the Property, or to any new firm appointed to manage the Property, instructing such firm to collect the Rental Sums, to pay them to such account as the Chargee may require, and to provide such information in respect of the Rental Sums as the Chargee may require, and cause any such firm to sign and deliver an acknowledgement and agreement in such form as the Chargee may from time to time reasonably require acknowledging to the Chargee that it has received such instructions and agreed with the Chargee to comply with them,

17.1 2 if reasonably so required by the Chargee, to appoint such firm of repute as the Chargee may reasonably approve or specify to manage the Property and to collect the Rental Sums or remove any firm so acting and appoint another firm instead on terms reasonably approved by the Chargee,

17 1 3 immediately if called upon to do so by the Chargee, at the Chargor's cost to deliver such particulars as to the amount and nature of the Rental Sums (including, without limitation, the identity and addresses of the lessees, underlessees, tenants or licencees) as the Chargee may from time to time require,

17 1 4 not without the prior consent of the Chargee, to remove or suspend any firm engaged in the management of the Property or appoint another firm to manage the Property except as provided under clause 17 1 2; and

17.1.5 at the option of the Chargee, instead of requiring the appointment of a firm to manage the Property pursuant to clause 17.1.2, if called upon to do so by the Chargee, at the Chargor's cost, to serve written notice on the lessees, underlessees, tenants or licensees of the Property requiring them to pay all sums payable by them in the future in relation to the Property, to the Chargee or as the Chargee may direct.

18 Substitution of Documentation

The Chargee reserves the right to substitute an alternative form of charge for this document which the Chargor will not unreasonably refuse to enter into

19 HM Land Registry

If the title to the Property is registered at H M. Land Registry, the Chargor requests that the Chief Land Registrar enters upon the register of title to the Property a restriction that no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated July 2014 in favour of SJB SSAS referred to in the charges register

20 Document as a Deed

This Charge shall take effect as a deed

21 Fees and Expenses

The Chargor will pay or reimburse to the Chargee (on a full indemnity basis) all reasonable legal, accountancy, valuation, due diligence and other fees, costs and expenses or tax charged to or incurred by the Chargee in connection with this Charge (including the amendment, waiver, enforcement or preservation of the Chargee's rights) on demand

22 Third Party Rights


Save as expressly set out in this Charge a person who is not a party to this Charge shall have no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

23 Law

This Charge will be governed by and construed according to English law and the Company submits to the jurisdiction of the English and Welsh Courts

IN WITNESS this Charge has been executed as a deed and delivered on the date at the top of this Charge

EXECUTED and DELIVERED
as a DEED by Simeon Bones, a director
For and on behalf of

)
)
) 

NEW CITY PROPERTIES LIMITED


in the presence of -

Witness Signature 


Name CARSTEN EMERY

Address 4 THE PADDOCKS, GROEFEN

EXECUTED and DELIVERED as a DEED
By SIMEON JOSEPH BONES
as trustee of the SJB SSAS

)
)
) 

in the presence of -

Witness Signature 

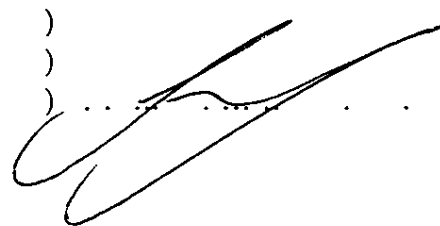
Name CARSTEN EMERY

Address 4 THE PADDOCKS, GROEFEN

EXECUTED and DELIVERED, as a DEED by

JAMIE MURPHY a director,

)
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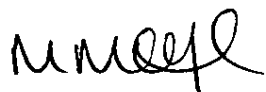
For and on behalf of

ALLTRUST SERVICES LIMITED

As trustee of the SJB SSAS

in the presence of -

Witness Signature



Name MICHELLE MCGRATH

Address

% ALLTRUST

IMPERIAL HOUSE

IMPERIAL WAY

NEWPORT

NP10 8UH.

THE SCHEDULE

The Property

Title Number	Address or Description
WA404297	Freehold property known as 24 Cardiff Road, Abercynon, Mountain Ash, CF45 4PL