



**Registration of a Charge**

Company name: **WESTGATE PARK CARDIFF LIMITED**

Company number: **03215930**



X7XN711U

Received for Electronic Filing: **21/01/2019**

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**Details of Charge**

Date of creation: **16/01/2019**

Charge code: **0321 5930 0015**

Persons entitled: **THE WELSH MINISTERS**

Brief description: **STRIP OF LAND ONE METRE IN WIDTH SITUATE ALONG THE WESTERN BOUNDARY SHOWN BY A GREEN LINE BETWEEN THE POINTS MARKED Y AND Z ON THE PLAN ANNEXED TO THE LEGAL CHARGE BEING PART OF THE LAND LYING TO THE NORTH OF LLANWENSAN-FAWR FARM, PETERSON-SUPER-ELY**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **GELDARDS LLP**



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

Company number: 3215930

Charge code: 0321 5930 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th January 2019 and created by WESTGATE PARK CARDIFF LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st January 2019 .

Given at Companies House, Cardiff on 22nd January 2019

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

Date:

16<sup>th</sup> January

2018

- (1) WESTGATE PARK CARDIFF LIMITED
- (2) THE WELSH MINISTERS

## **LEGAL CHARGE**

relating to property known as land at Junction 33 Cardiff

**(Retained Ryan Option Land)**

BLAKE   
MORGAN

Blake Morgan LLP  
One Central Square  
Cardiff  
CF10 1FS

[www.blakemorgan.co.uk](http://www.blakemorgan.co.uk)  
Ref: GBR/JXW/wes 231923.18  
8<sup>th</sup> October 2018

**PARTICULARS**

*Gelbarts LLP*

**DATE**

*16<sup>th</sup> January*

*2019*  
~~2018~~

**Chargor**

**WESTGATE PARK CARDIFF LIMITED** (Company Registration No: 03215930) whose registered office is situate at The Warehouse Wyndham Arcade St Mary Street Cardiff CF10 1FH;

**Chargee**

**THE WELSH MINISTERS** of Welsh Government Crown Building Cathays Park, Cardiff CF10 3NQ;

**Interest Rate**

4% above the base rate from time to time of Barclays Bank plc or such other clearing bank nominated by the Chargee at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Chargee may reasonably determine;

**Overage Agreement**

an Overage Agreement dated 22 March 2013 as varied by a Deed of Variation 1 April 2014 in each case made between the Chargor (1) and the Chargee (2);

**Property**

Strip of land one metre in width situate along the western boundary shown by a green line between the points marked Y and Z on the plan annexed hereto being part of the land lying to the north of Llanwensan-Fawr Farm, Peterson-Super-Ely

**THIS LEGAL CHARGE IS MADE ON THE DATE SET OUT IN THE PARTICULARS**

**PARTIES**

- (1) the Chargor; and
- (2) the Chargee

**BACKGROUND**

- (A) By the Overage Agreement the parties agreed that the Overage due to the Chargee under that deed would be secured by a legal charge.
- (B) The Chargor has agreed to pay the Overage to the Chargee on the terms of the Overage Agreement.
- (C) The Chargor has agreed to grant this Legal Charge to the Chargee as security for the Chargor's obligation to pay the Overage.

**OPERATIVE PROVISIONS**

**1 INTERPRETATION**

**1.1 Defined terms**

In this Legal Charge, the following words and expressions have the following meanings:

"1925 Act"	Law of Property Act 1925;
"Chargor's Obligations"	the obligation of the Chargor to pay the Overage under the Overage Agreement;
"Covenants"	the covenants, conditions and other matters imposed over the Property;
"Disposition"	a Disposition as defined in clause 1.1 of the Overage Agreement;
"Disposal"	the transfer of a freehold interest in the Property or any part thereof or the grant of a lease of the Property;
"Event of Default"	any of the events of default set out in clause 4.5;
"Insolvency Act"	Insolvency Act 1986;
"Overage"	Overage as defined in clause 1.1 of the Overage Agreement;
"Permitted Disposition"	a Permitted Disposition as defined in clause 1.1 of the Overage Agreement;

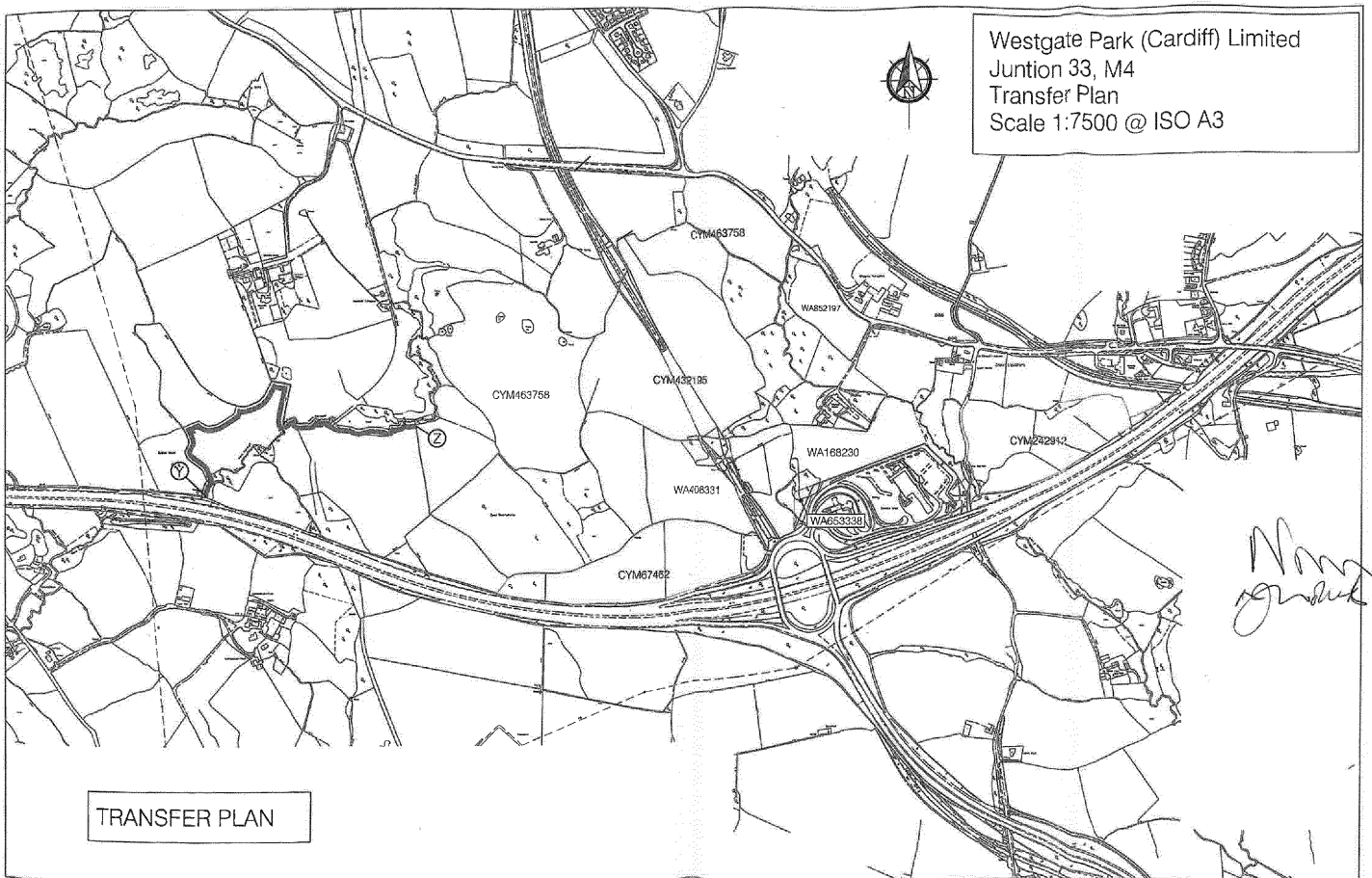
<b>"Perpetuity Period"</b>	the period of eighty years running from the date hereof which shall be the perpetuity period applicable to this Legal Charge;
<b>"Receiver"</b>	any receiver or manager appointed by the Chargee under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver;
<b>"Secured Amounts"</b>	the Overage and all other sums due to the Chargee under this Legal Charge;
<b>"Security"</b>	any legal charge, debenture, mortgage, lien or other form of security granting any legal or equitable charge over the Property whether fixed or floating but does not include this Legal Charge;
<b>"Warranties"</b>	the warranties given by the Chargor to the Chargee under clause 5.

## 1.2 Construction

In this Legal Charge:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Legal Charge and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
  - (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
  - (b) any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Property include any part of it;
- 1.2.5 references to the powers of the Chargee or the Receiver are references to the respective powers, discretions and rights given to the Chargee or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Chargee or the Receiver;
- 1.2.6 "including" means "including, without limitation";
- 1.2.7 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Chargee and all costs, damages, expenses, liabilities and losses properly and reasonably incurred by the Chargee;

Westgate Park (Cardiff) Limited  
Junction 33, M4  
Transfer Plan  
Scale 1:7500 @ ISO A3



TRANSFER PLAN

1.2.8 Where two or more people form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually; and

1.2.9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.

### **1.3 Particulars**

The Particulars form part of this Legal Charge and words and expressions set out in the Particulars are to be treated as defined terms in this Legal Charge.

### **1.4 Contracts (Rights of Third Parties) Act 1999**

The parties to this Legal 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.

## **2 CHARGE**

### **2.1 Covenant to pay**

The Chargor covenants with the Chargee to pay the Secured Amounts to the Chargee as and when they fall due pursuant to the terms of the Overage Agreement.

### **2.2 Legal mortgage**

The Chargor with full title guarantee charges the Property by way of legal mortgage with the payment of the Security Amounts.

### **2.3 Continuing security**

This Legal Charge is made for securing the Secured Amounts. It is a continuing security and will not be discharged by any payment on account of the whole or any part of the Secured Amounts.

### **2.4 Release**

If and when no further Secured Amounts are due to the Chargee and the Chargor has paid all Secured Amounts which have become due to the Chargor and on the occasion of each Disposition and/or Permitted Disposition, the Chargee will at the request and cost of the Chargor release the Property from this Legal Charge.

## **3 COVENANTS**

### **3.1 Restriction on further security**

Subject to the terms of the Overage Agreement the Chargor is not to create or permit any Security to be created in or over the Property without the prior written consent of the Chargee which consent shall not be unreasonably withheld or delayed.



**3.2 Permitted Disposals**

The Chargor is permitted to enter into a Disposition and/or a Permitted Disposition without the consent of the Chargee

**3.3 Chargor's Obligations**

The Chargor is to comply with the Chargor's Obligations

**3.4 Covenants**

The Chargor is not to do or omit to do anything which would or may cause a material breach of the Covenants.

**3.5 Statutory requirements**

The Chargor is to comply in all material respects with all statutory and other requirements affecting the Property.

**3.6 Taxes and outgoings**

The Chargor is punctually to pay all taxes, duties, rates and outgoings payable in respect of the Property.

**3.7 Costs and expenses**

The Chargor is to pay on demand to the Chargee or the Receiver:

3.7.1 all reasonable costs and expenses which may be properly incurred by either of them in connection with preserving, enforcing or seeking to preserve or enforce this Legal Charge or their respective rights and powers; and

3.7.2 interest on any costs and expenses payable under this Legal Charge from the date upon which they were demanded until repayment and as well after as before judgment at the Interest Rate.

**4 POWER OF SALE**

**4.1 Consolidation of mortgages**

The restrictions on the consolidation of mortgages in section 93 of the 1925 Act do not apply to this Legal Charge.

**4.2 Power of leasing**

The restriction on the powers of the Chargee or the Receiver to grant Leases or to accept the surrender of Leases in sections 99 and 100 of the 1925 Act do not apply to this Legal Charge.

#### **4.3 Power of sale**

For the purposes only of section 101 of the 1925 Act, the Secured Amounts become due and the statutory power of sale and other powers of enforcement arise immediately after execution of this Legal Charge but shall only be exercisable after the occurrence of an Event of Default.

#### **4.4 Exercise of power of sale**

Section 103 of the 1925 Act does not apply to this Legal Charge and all moneys secured by this Legal Charge are immediately payable on written demand after the occurrence of an Event of Default.

#### **4.5 Events of default**

This Legal Charge will become immediately enforceable and the powers of the Chargee and the Receiver exercisable in any of the following events:

- 4.5.1 the Chargor does not pay the Secured Amounts when they fall due;
- 4.5.2 there is any material breach by the Buyer of the Warranties;
- 4.5.3 a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property;
- 4.5.4 where the Chargor is a company, an administrator is appointed over the Buyer;
- 4.5.5 where the Chargor is a company, a voluntary arrangement is made in respect of the Chargor under Part I Insolvency Act.

### **5 WARRANTIES**

#### **5.1 The Chargor warrants to the Chargee that:**

- 5.1.1 neither the execution of this Legal Charge by the Chargor nor compliance with its terms will:
  - (a) conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Chargor is bound; or
  - (b) cause any limitation on any of the powers of the Chargor or on the right or ability of the directors of the Chargor to exercise those powers to be exceeded;
- 5.1.2 all consents required by the Chargor for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;

5.1.3 no person having any charge or other form of security over the Property or any other assets of the Chargor has enforced or given notice of its intention to enforce such security; and

5.1.4 no Event of Default has occurred or is continuing.

## **6 POWERS**

### **6.1 Power of attorney**

The Chargor irrevocably appoints the Chargee and separately the Receiver by way of security to be the attorney of the Chargor, with full power to appoint substitutes and to sub-delegate, for the purposes set out in clause 6.2.

### **6.2 Extent of power of attorney**

The power of attorney given in clause 6.1 permits the Chargee or the Receiver in the name of and on behalf of the Chargee:

6.2.1 to perfect the security given by the Chargee under this Legal Charge; and

6.2.2 to execute any document or do any act or thing which the Chargee is obliged to execute or do under this Legal Charge or which the Chargor or the Receiver may in their absolute discretion consider (acting reasonably) appropriate in connection with the exercise of any of the powers of the Chargee or the Receiver.

### **6.3 Disposal of chattels**

If the Chargee or the Receiver obtain possession of the property and the Chargor does not remove any chattels on the Property, the Chargee or the Receiver may remove and store or sell them without being under any liability to the Chargor other than to account for the net proceeds of the sale. All expenses and liabilities incurred by the Chargee or the Receiver in connection with the removal, storage and sale of the chattels will form part of the Secured Amounts.

## **7 APPLICATION TO HM LAND REGISTRY FOR REGISTRATION OF RESTRICTION**

7.1 The Chargor and the Chargee hereby jointly apply to HM Land Registry for the entry of the following restriction against the Chargor's title to the Property at HM Land Registry following the registration of this Legal Charge:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any charge (not being a charge registered before the entry of this restriction), is to be registered without a certificate signed by the Welsh Ministers of Welsh Government, Crown Buildings, Cathays Park, Cardiff, CF10 3NQ or their conveyancer that the provisions of an overage agreement dated 22 March 2013 as varied by a Deed of Variation dated 1<sup>st</sup> April 2014 in each case made between the Welsh Ministers (1) and Westgate Park Cardiff Limited (2) have been complied with or that they do not apply to the disposition."

## **8 NOTICES**

### **8.1 Form of notices**

Any notice served under this Legal Charge is to be:

- 8.1.1 in writing;
- 8.1.2 signed by an officer of the party serving the notice or by its solicitors;
- 8.1.3 delivered by hand, first class post, pre-paid or recorded delivery or fax at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time.

### **8.2 Time of receipt**

If a notice is received after 4.00pm on a working day, or on a day which is not a working day, it is to be treated as having been received on the next working day.

### **8.3 Deemed receipt**

Unless the time of actual receipt is proved, a notice served by the following means is to be treated as having been received;

- 8.3.1 if delivered by hand, at the time of delivery;
- 8.3.2 if sent by post, on the second working day after posting; or
- 8.3.3 if sent by fax, at the time of transmission.

## **9 LAW AND JURISDICTION**

### **9.1 Governing law**

This Legal Charge is to be governed by and interpreted in accordance with the law of England and Wales.

### **9.2 Jurisdiction**

The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge.

## **10 EXECUTION**

The Chargee and the Chargor have executed the Legal Charge as a deed and it is delivered on the date set out in the Particulars.

**EXECUTED** as a **DEED** by applying the Seal of  
the **WELSH MINISTERS**.

The application of the Seal of the Welsh Ministers  
is **AUTHENTICATED** by  
Senior Lawyer who is duly authorised for that  
purpose by the Director of Legal Services by  
authority of the Welsh Ministers under  
section 90(2) of the Government of Wales Act 2006.

Signed .....

Name .....

Executed as a Deed by **WESTGATE PARK CARDIFF  
LIMITED** acting by two directors or by one director and  
the Company Secretary

Director



Director/Secretary

