

MR01

Particulars of a charge



Companies House

387443/23.



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the back of this form

☒ **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 the charge is
instrument. Use form MR01.

FRIDAY



A27 *AC90RZYW* #116
11/08/2023
COMPANIES HOUSE

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. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number 9 2 3 1 9 5 3

Company name in full Carmarthen Promotions Limited

For official use

→ **Filling 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 d 0 d 3 m 0 m 8 y 2 y 0 y 2 y 3

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 Carmarthenshire County Council

Name

Name

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.

MR01

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. Brief description All that piece or parcel of land being the strip of freehold land 0.5 metres in width along the boundary of the property between points C-D-E-F-G and between points H-A-B shown coloured red on the plan attached to the legal charge dated 3.8.23 and contained in title CYM416148	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". 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 type="checkbox"/> Yes <input checked="" 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 checked="" type="checkbox"/> Yes <input 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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X <i>Linda Rees-Jones</i> X HEAD OF ADMINISTRATION & LAW This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a 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 **Ann Evans**

Company name **Carmarthenshire County Council**

Address **County Hall**

Post town **Carmarthen**

County/Region **Carmarthenshire**

Postcode **S A 3 1 1 J P**

Country **UK**

DX

Telephone **01267224892**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9231953

Charge code: 0923 1953 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2023 and created by CARMARTHEN PROMOTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2023.

P

Given at Companies House, Cardiff on 17th August 2023



Companies House



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

DATED

3 August

2023

CARMARTHEN PROMOTIONS LIMITED

and

CARMARTHENSHIRE COUNTY COUNCIL

LEGAL CHARGE

relating to
Land at Pentremeurig Road Carmarthen, Carmarthenshire

Linda Rees Jones
Head of Administration and Law
Carmarthenshire County Council
County Hall
Carmarthen
Carmarthenshire
SA31 1JP
Reference MAE-PLRG-4420

I hereby confirm that this is a true &
complete copy of the original.

MANICET AND EVANS
Solicitors

MAE-PLRG-4420
4.8.2023

THIS DEED OF LEGAL CHARGE made on the 3rd day of August 2023

BETWEEN:

(1) **THE MORTGAGOR**

CARMARTHEN PROMOTIONS LIMITED

(registered number: 09231953) whose registered office is at Salisbury House, Station Road, Cambridge, CB1 2LA

(2) **THE MORTGAGEE**

CARMARTHENSHIRE COUNTY COUNCIL

of County Hall Carmarthen SA31 1JP

WHEREAS pursuant to the Agreement 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 Agreement

WITNESSETH as follows:

1. **Definitions and interpretations**

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

"the Agreement" means the Release and Settlement deed dated [3 August 2023] made between the Mortgagor (1) and the Mortgagee (2) whereby the Mortgagor will be required to pay monies to the Mortgagee subject to the terms and conditions set out therein

"this Charge" means this Deed of Legal Charge as from time to time varied or supplemented whether by deed or otherwise

"LPA 1925" means the Law of Property Act 1925

"the Property" has the meaning ascribed to it in the Schedule to this Charge and includes all additions thereto and all fixtures and fittings in the nature of fixtures now or hereafter in or about the Property and includes 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 under or pursuant to the Agreement and/or clause 3 of this Charge

- 1.1 The expressions "the Mortgagee" and "the Mortgagor" have the meanings respectively ascribed to them at the commencement of this Charge and 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 will be joint and several and the default of one of such persons or such bodies will be deemed to be the default of all
- 1.3 The clause headings do not form part of this Charge and will 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 will 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 Schedule 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 Agreement**

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

4. **Repair**

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 effected 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. If the Property is leasehold and the property insurance is the obligation of the Landlord of the Property then if the Mortgagor shall procure the due compliance by the Landlord with its insuring the obligations the Mortgagor shall be deemed to have complied with the Mortgagor's obligations under this Clause in relation to the Property.

5. **Restrictions on Disposal etc**

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 with vacant possession with the intention of realising the capital value of the Property; or
- 5.3 mortgage, charge or otherwise encumber the Property

6. **Compliance with legislation**

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

7. **Powers of Sale**

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

8. **Rights of Enforcement**

The Secured Obligations will be deemed to have become due within the meaning of Section 101 of the LPA 1925 immediately upon a demand for payment 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 Agreement 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 will be the agent of the Mortgagor who will be solely responsible for his acts and defaults and for the payment of his remuneration, costs, charges and expenses. Such remuneration will 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 will 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 thinks fit 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 thinks fit;
- 9.7 to insure the Property as it thinks 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 will do all such acts and things and will execute all such assurances and instruments as the receiver reasonably requires in the exercise of any of the powers hereby conferred upon him

12. **Consolidation**

Section 93 of the LPA 1925 (restricting the Mortgagees right of consolidation does not apply to this Charge)

13. **Notices**

Notices and demands by the Mortgagee may be given or served and deemed to be effected notwithstanding the death or, as appropriate, dissolution of the Mortgagor:

13.1 personally or by leaving the same at the registered office or last known address of the person to be served which constitutes good and effective service

13.2 by first class pre-paid post. Service shall be deemed to have been effected 24 hours after posting

When sending by post service is deemed to have been effected 24 hours after posting. When sending by telex, facsimile or other electronic means service is deemed to have been effected upon transmission

14. **Indemnity for Costs etc**

The Mortgagor will indemnify the Mortgagee in respect of all 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 is liable to pay to the Mortgagee under this clause will 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 will 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 a restriction on the Register of any registered land hereby charged in the following form:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Carmarthenshire County Council of County Hall Carmarthen Carmarthenshire SA31 1JP or its conveyancer".

17. **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

18. **Counterparts**

This Deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

19. **Law and Jurisdiction**

This Charge is governed by and will be construed in accordance with English and Welsh Law

20. **Solvency**

At the time of entering into this deed the Mortgagor is not insolvent and knows of no circumstances in the case of a company or limited liability partnership that would entitle any creditor to appoint a receiver or administrator or to petition for winding up or in the case of an individual to petition for bankruptcy and in either case that would entitle a creditor to exercise any rights over or against the assets of the Mortgagor

21. **Delivery**

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

SCHEDULE

The Property

All that piece or parcel of land being the strip of freehold land 0.5 metres in width along the boundary of the property between points C-D-E-F-G shown coloured in red on the attached plan and contained in title number CYM416148 and the strip of freehold land 0.5 metres in width along the boundary of the property between H-A-B shown coloured red on the attached plan being part of the land contained in land registry title number CYM416148.

EXECUTED AS A DEED by affixing the
Common Seal of **CARMARTHENSHIRE**
COUNTY COUNCIL in the presence of:

Linda Rees Jones
Head of Administration and Law

Executed as a Deed by **CARMARTHEN PROMOTIONS**
LIMITED acting by a director in the presence of:


Director

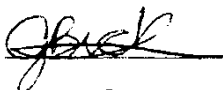
Witness
signature

Name

(in block capitals)

Address

Occupation



GRACE BUCK

42 HOUSES AVENUE

BURY ST EDMUNDS,

THURSTON, SUFFOLK. IP31 3PY.

PA

PERSIMMON HOMES WEST WALES



PERSIMMON Together, we make a home	
Client Name	West Wales
Client Address	West Wales
Contract Ref	###

DATED

3 August

2023

CARMARTHEN PROMOTIONS LIMITED

and

CARMARTHENSHIRE COUNTY COUNCIL

LEGAL CHARGE

relating to

Land at Pentremeurig Road Carmarthen, Carmarthenshire

Linda Rees Jones
Head of Administration and Law
Carmarthenshire County Council
County Hall
Carmarthen
Carmarthenshire
SA31 1JP
Reference MAE-PLRG-4420

I hereby certify that this
is a true and complete
copy of the Certified Copy
Certified by Blake Morgan on
7th August 2023.

MARGARET ANN EVANS

M.A.E. 10th August 2023

We certify this to be a true and
complete copy of the original

this 7th day of August 2023

BLAKE 
MORGAN
One Central Square
Cardiff CF10 1FS

THIS DEED OF LEGAL CHARGE made on the 3rd day of August 2023

BETWEEN:

- | | |
|---------------------------------|---|
| (1) <u>THE MORTGAGOR</u> | CARMARTHEN PROMOTIONS LIMITED
(registered number: 09231953) whose
registered office is at Salisbury House,
Station Road, Cambridge, CB1 2LA |
| (2) <u>THE MORTGAGEE</u> | CARMARTHENSHIRE COUNTY COUNCIL
of County Hall Carmarthen SA31 1JP |

WHEREAS pursuant to the Agreement 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 Agreement

WITNESSETH as follows:

1. Definitions and Interpretations

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

"the Agreement" means the Release and Settlement deed dated [3 August 2023] made between the Mortgagor (1) and the Mortgagee (2) whereby the Mortgagor will be required to pay monies to the Mortgagee subject to the terms and conditions set out therein

"this Charge" means this Deed of Legal Charge as from time to time varied or supplemented whether by deed or otherwise

"LPA 1925" means the Law of Property Act 1925

"the Property" has the meaning ascribed to it in the Schedule to this Charge and includes all additions thereto and all fixtures and fittings in the nature of fixtures now or hereafter in or about the Property and includes 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 under or pursuant to the Agreement and/or clause 3 of this Charge

- 1.1 The expressions "the Mortgagee" and "the Mortgagor" have the meanings respectively ascribed to them at the commencement of this Charge and 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 will be joint and several and the default of one of such persons or such bodies will be deemed to be the default of all
- 1.3 The clause headings do not form part of this Charge and will 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 will 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 Schedule 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 Agreement

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

4. Repair

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 effected 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. If the Property is leasehold and the property insurance is the obligation of the Landlord of the Property then if the Mortgagor shall procure the due compliance by the Landlord with its insuring the obligations the Mortgagor shall be deemed to have complied with the Mortgagor's obligations under this Clause in relation to the Property.

5. Restrictions on Disposal etc

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 with vacant possession with the intention of realising the capital value of the Property; or
- 5.3 mortgage, charge or otherwise encumber the Property

6. Compliance with legislation

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

7. Powers of Sale

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

8. Rights of Enforcement

The Secured Obligations will be deemed to have become due within the meaning of Section 101 of the LPA 1925 immediately upon a demand for payment 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 Agreement 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 will be the agent of the Mortgagor who will be solely responsible for his acts and defaults and for the payment of his remuneration, costs, charges and expenses. Such remuneration will 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 will 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 thinks fit 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 thinks fit;
- 9.7 to insure the Property as it thinks 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

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Section 93 of the LPA 1925 (restricting the Mortgagees right of consolidation does not apply to this Charge)

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13.2 by first class pre-paid post. Service shall be deemed to have been effected 24 hours after posting

When sending by post service is deemed to have been effected 24 hours after posting. When sending by telex, facsimile or other electronic means service is deemed to have been effected upon transmission

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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 will 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 a restriction on the Register of any registered land hereby charged in the following form:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Carmarthenshire County Council of County Hall Carmarthen Carmarthenshire SA31 1JP or its conveyancer".

17. 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

18. **Counterparts**

This Deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

19. **Law and Jurisdiction**

This Charge is governed by and will be construed in accordance with English and Welsh Law

20. **Solvency**

At the time of entering into this deed the Mortgagor is not insolvent and knows of no circumstances in the case of a company or limited liability partnership that would entitle any creditor to appoint a receiver or administrator or to petition for winding up or in the case of an individual to petition for bankruptcy and in either case that would entitle a creditor to exercise any rights over or against the assets of the Mortgagor

21. **Delivery**

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

SCHEDULE

The Property

All that piece or parcel of land being the strip of freehold land 0.5 metres in width along the boundary of the property between points C-D-E-F-G shown coloured in red on the attached plan and contained in title number CYM416148 and the strip of freehold land 0.5 metres in width along the boundary of the property between H-A-B shown coloured red on the attached plan being part of the land contained in land registry title number CYM416148.

EXECUTED AS A DEED by affixing the
Common Seal of **CARMARTHENSHIRE**
COUNTY COUNCIL in the presence of:

Linda Rees Jones
Head of Administration and Law

Executed as a Deed by **CARMARTHEN PROMOTIONS**
LIMITED acting by a director in the presence of:



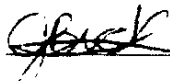
Director

Witness
signature

Name
(in block capitals)

Address

Occupation



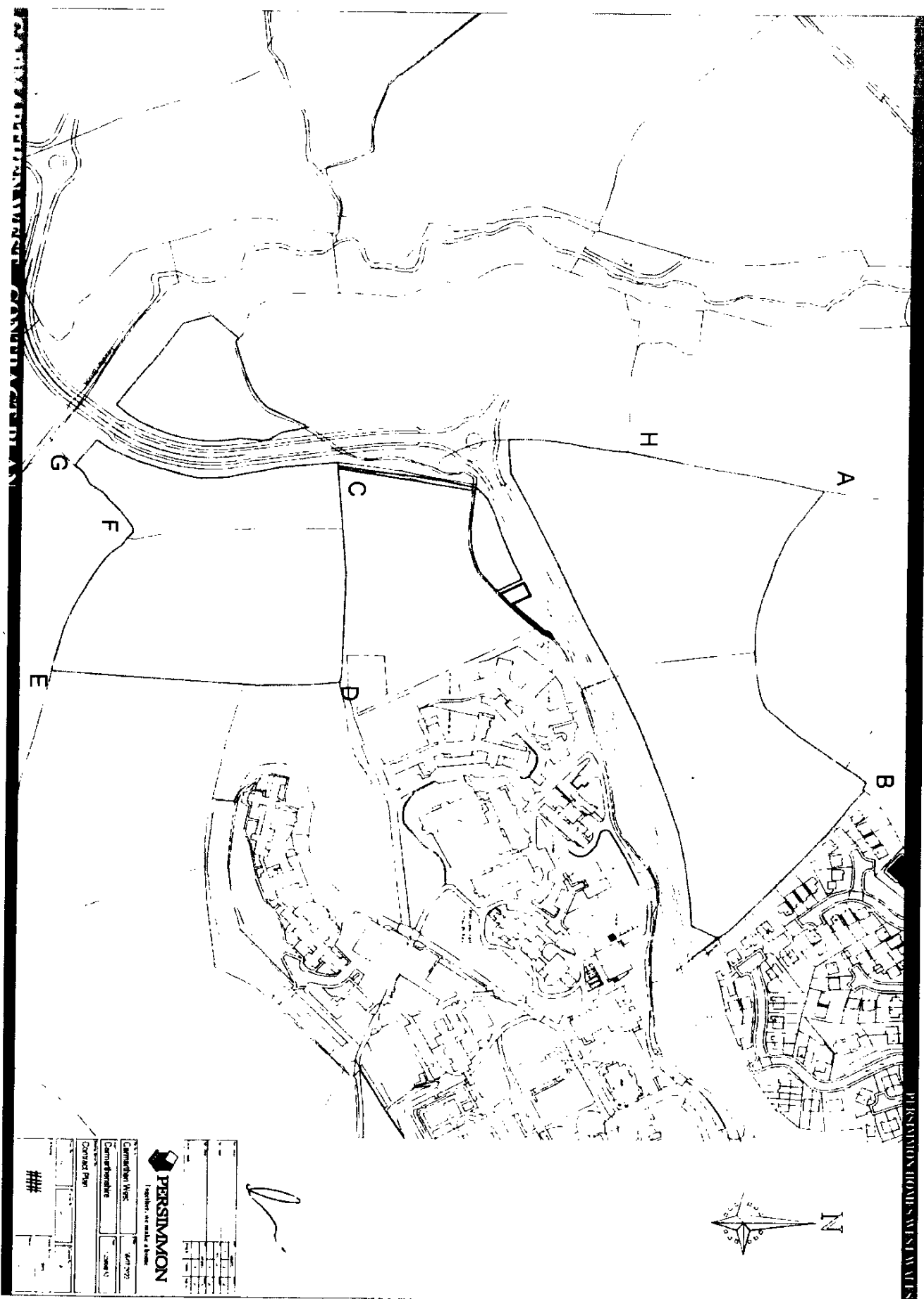
GRACE BUCK

42 HILDES AVENUE

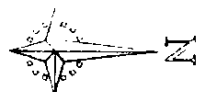
BURY ST EDMUNDS,

THURSTON, SUFFOLK IP31 3PY.

FA



PERSIMMON HOUSING DEVELOPMENT



Handwritten signature or mark.

PERSIMMON	
[Small text below Persimmon logo]	
Contractor Name	6417702
Contract Number	100000
Contract Price	

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