



Registration of a Charge

Company name: **MILL BAY HOMES LIMITED**

Company number: **10912643**



X6IO2YOP

Received for Electronic Filing: **07/11/2017**

Details of Charge

Date of creation: **02/11/2017**

Charge code: **1091 2643 0001**

Persons entitled: **PEMBROKESHIRE HOUSING ASSOCIATION LIMITED**

Brief description: **ALL THE ASSETS, PROPERTY, AND UNDERTAKING FOR THE TIME
BEING SUBJECT TO THE SECURITY INTEREST CREATED BY THE
FLOATING CHARGE**

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

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:

LUKE BEVIS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10912643

Charge code: 1091 2643 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd November 2017 and created by MILL BAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2017 .

Given at Companies House, Cardiff on 9th November 2017

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

DATED 2nd NOVEMBER 2017

MILL BAY HOMES LIMITED

as Chargor

and

PEMBROKESHIRE HOUSING ASSOCIATION LIMITED

as Lender

FLOATING CHARGE



30 Finsbury Circus
London EC2M 7DT

T : 020 7628 7576
F : 0870 608 9390
W : www.devonshires.com

We hereby certify
this to be a true copy
of the original
Devonshires
03/11/2017

THIS DEED is dated

2 NOVEMBER

2017

Parties

- (1) **MILL BAY HOMES LIMITED** a private company registered at Companies House with registered number 10912643 whose registered office is at Meyler House, St Thomas Green, Haverfordwest, Dyfed, SA61 1QP (the **Chargor**); and
- (2) **PEMBROKESHIRE HOUSING ASSOCIATION LIMITED** a registered society within the meaning of the Co-operative and Community Benefit Societies Act 2014 incorporated in Wales with registered number 23308R, and registered with the National Assembly for Wales with registered number P072, whose registered office is at Meyler House, St Thomas Green, Haverfordwest, Dyfed, SA61 1QP (the **Lender**).

Background

The Lender has agreed pursuant to the Facility Agreement to provide the Chargor with loan facilities on a secured basis.

This floating charge provides security which the Chargor has agreed to give the Lender, for the loan facilities under the Facility Agreement.

Agreed terms

1 Definitions and Interpretation

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this floating charge.

Administrator: an administrator appointed to manage the affairs, business and property of the Chargor pursuant to this deed.

Business Day: a day (other than a Saturday, a Sunday or a bank holiday in Wales) on which banks generally are open for general business in the United Kingdom.

Charged Property: all the assets, property and undertaking for the time being subject to the security interests created by this floating charge (and references to the Charged Property shall include references to any part of it).

Costs: all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.

Encumbrance: shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect.

Environment: means the environment as defined in Section 1(2) of the Environmental Protection Act 1990.

Environmental Approval: means any licence, authorisation, consent or permit of any kind required under or in relation to Environmental Law.

Environmental Law: means all laws and binding regulations, codes of practice, circulars, guidance notes and the like (applicable in the United Kingdom) concerning the protection of human health or the environment or the conditions of the workplace or the generation, transportation, storage, use, treatment or disposal of Dangerous Substances.

Facility Agreement: the Facility Agreement between the Lender and the Chargor dated 31st March 2017 and any amendment or restatement thereof or replacement thereof or supplement thereto and any agreement extending the maturity, increasing any amount payable thereunder, changing the basis for calculation of any payment thereunder, introducing new or additional obligations thereto or refinancing or restructuring any of the indebtedness constituted thereby.

LPA: the Law of Property Act 1925.

Properties: all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Chargor, or in which the Chargor holds an interest and **Property** means any of them.

Receiver: a receiver and/or manager of any or all of the Charged Property appointed under this deed.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Chargor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Facility Agreement or this floating charge together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.

Security Period: the period starting on the date of this floating charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 Interpretation

Unless the context otherwise requires, in this floating charge:

- 1.2.1 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.2.2 a reference to one gender includes a reference to the other genders;
- 1.2.3 words in the singular include the plural and in the plural include the singular;
- 1.2.4 a reference to a clause or Schedule is to a clause of, or Schedule to, this floating charge and references to paragraphs are to paragraphs of the relevant Schedule;
- 1.2.5 a reference to **this floating charge** (or any specified provision of it) or any other document shall be construed as a reference to this floating charge, that provision or that document as in force for the time being and as amended or novated from time to time;
- 1.2.6 A reference to a person shall include a reference to an individual, firm, company, industrial and provident society, partnership, limited partnership, limited liability partnership, corporation, unincorporated body of persons, or any state or any agency of any person.

- 1.2.7 a reference to an **amendment** includes a novation, re-enactment, supplement or variation;
- 1.2.8 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.9 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.10 a reference to **indebtedness** includes any obligation (whether as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.11 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.12 A reference to **determines** or **determined** means, unless the contrary is indicated, a determination at the discretion of the person making it; and
- 1.2.13 Clause, schedule and paragraph headings shall not affect the interpretation of this floating charge.

1.3 **Clawback**

If the Lender considers that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this floating charge.

1.4 **Nature of security over real property**

A reference in this floating charge to a charge of any freehold, leasehold or commonhold property includes:

- 1.4.1 all buildings and fixtures (including trade and tenant's fixtures) which are situated on that property at any time;
- 1.4.2 the proceeds of the sale of any part of that property; and
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of that property, and any monies paid or payable in respect of those covenants.

1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this floating charge.

1.6 **Third party rights**

A third party (being any person other than the Chargor, the Lender and its permitted successors and assigns, any Receiver and any Administrator) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this floating charge.

1.7 Perpetuity period

If the rule against perpetuities applies to any trust created by this floating charge, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.8 Insolvency Act 1986

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to this floating charge.

1.9 Schedules

The schedules form part of this floating charge and shall have effect as if set out in full in the body of this floating charge. Any reference to this floating charge includes the schedules.

2 Covenant to pay

2.1 Payment of Secured Liabilities

The Chargor shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

2.2 Payment of interest

The Chargor shall pay interest on any amounts due under clause 2.1 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate and in the manner specified in the Facility Agreement. In the case of any Costs, such interest shall accrue and be payable as from the date on which the relevant Costs arose, without the need for any demand for payment being made.

3 Grant of security

3.1 Charging clause

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee hereby charges to the Lender by way of first floating charge, all the undertaking, property (both real and personal, tangible and intangible, present and future), assets and rights of the Chargor.

3.2 Automatic conversion of floating charge

The floating charge created by clause 3.1 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

- 3.2.1 the Chargor creates, or attempts to create, on all or any part of the Charged Property an Encumbrance without the prior written consent of the Lender or any trust in favour of another person; or
- 3.2.2 the Chargor disposes, or attempts to dispose of, all or any part of the Charged Property (other than property that is only subject to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business); or

- 3.2.3 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or
- 3.2.4 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
- 3.2.5 the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Chargor.

3.3 Conversion of floating charge by notice

The Lender may, in its sole discretion, at any time and by written notice to the Chargor, convert this floating charge into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice.

3.4 Assets acquired after any floating charge crystallisation

Any asset acquired by the Chargor after any crystallisation of the floating charge which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge.

4 Liability of the Chargor

4.1 Liability not discharged

The Chargor's liability under this floating charge in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground; or
- 4.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3 any other act or omission, which but for this clause 4.1 might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

4.2 Immediate recourse

The Chargor waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this floating charge against the Chargor.

5 Representations and warranties

The Chargor represents and warrants to the Lender in the terms set out in Schedule 1 on the date of this Floating Charge on each day the Chargor submits a Utilisation Request under the Facility Agreement and thereafter on and as of such day as the Lender may request from time to time by not less than 3 Business Days' written notice.

6 Covenants

The Chargor covenants with the Lender in the terms set out in Schedule 2.

7 Powers of the Lender

The Lender shall have the powers set out in Schedule 3.

8 Enforcement

8.1 When security becomes enforceable

The security constituted by this floating charge shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this floating charge) shall be immediately exercisable at any time following a demand by the Lender following the occurrence of an Event of Default.

8.2 When statutory powers arise

Section 103 of the LPA shall not apply to this floating charge and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this floating charge) shall, as between the Lender and a purchaser, arise on the execution of this floating charge and be exercisable at any time after such execution, but the Lender shall not exercise such power of sale until the security constituted by this floating charge has become enforceable under clause 8.1.

8.3 Enforcement of security

After the security constituted by this floating charge has become enforceable, the Lender may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

8.4 Redemption of prior Encumbrances

At any time after the security constituted by this floating charge has become enforceable, or after any powers conferred by any Encumbrance having priority to this floating charge shall have become exercisable, the Lender may:

8.4.1 redeem such or any other prior Encumbrance, or procure its transfer to itself; and

8.4.2 settle any account of that encumbrancer.

8.5 Settlement binding

The settlement of any such account shall be conclusive and binding on the Chargor. All monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

8.6 Extension of Statutory Powers

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Lender under this floating charge and are extended so as to authorise the Lender and any Receiver, whether in its own name or in that of the Chargor, to grant a lease or agreement for lease, accept surrenders of lease or grant any option of the whole or any part of the freehold and leasehold

property of the Chargor with whatever rights relating to other parts of it, containing whatever covenants on the part of the Chargor, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender or the Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of that Act.

8.7 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges, and immunities conferred by the Law of Property Act 1925 on Mortgagees and Receivers.

8.8 No Liability as Mortgagee in Possession

Neither the Lender, nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

8.9 Relinquishing Possession

If the Lender, any Receiver or any Administrator enters into or takes possession of the Charged Property he or she may at any time relinquish possession.

8.10 Appointment of Receiver

At any time after the security constituted by this floating charge has become enforceable, or at the request of the Chargor, the Lender may, without further notice:

8.10.1 appoint under seal or by writing under hand of a duly authorised officer of the Lender, any one or more person or persons to be a receiver, or a receiver and manager, of all or any part of the Charged Property; and

8.10.2 (subject to section 45 of the Insolvency Act 1986) from time to time, under seal or by writing under hand of a duly authorised officer of the Lender, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place.

Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Lender specifies to the contrary).

8.11 Powers of Sale Additional

8.11.1 The powers of sale and appointing a Receiver conferred by this floating charge shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in Sections 103 and 109 of the Law of Property Act 1925 or otherwise.

8.11.2 The power to appoint a Receiver (whether conferred by this floating charge or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property.

8.12 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this floating charge which shall be due and payable immediately upon its being paid by the Lender.

8.13 Powers of a Receiver

Any Receiver appointed by the Lender under this floating charge shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986, have the power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and, in particular, the powers set out in schedule 4.

8.14 Agent of the Chargor

Any Receiver appointed by the Lender under this floating charge shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him.

8.15 Order of Application of Proceeds

All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this floating charge shall be applied in accordance with the terms of this Floating Charge.

8.16 Appropriation

Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

8.17 Suspense Account

All monies received by the Lender or a Receiver under this floating charge may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Chargor, and may be held in such account for so long as the Lender or Receiver thinks fit.

8.18 Power of Attorney

By way of security, the Chargor irrevocably appoints the Lender and every Receiver separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

8.18.1 the Chargor is required to execute and do under this floating charge; and/or

8.18.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this floating charge or by law on the Lender or any Receiver.

8.19 Ratification of Acts of Attorney

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this deed.

8.20 Appointment of an Administrator

8.20.1 The Lender may, without notice to the Chargor, appoint any one or more persons to be an administrator of the Chargor pursuant to Paragraph 14 Schedule B1 of the Insolvency Act 1986 if this floating charge becomes enforceable.

8.20.2 Any appointment under this paragraph 8.20 shall:

- (i) be in writing signed by a duly authorised signatory of the Lender; and
- (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.

8.20.3 The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing and appoint a replacement for any Administrator whose appointment ends for any reason.

8.21 Protection of Third Parties

No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:

8.21.1 to enquire whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or

8.21.2 to see to the application of any money paid to the Lender or any Receiver.

9 Costs and indemnity

9.1 Costs

The Chargor shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to:

9.1.1 this floating charge or the Charged Property;

9.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or Receiver's rights under this floating charge; or

9.1.3 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this floating charge or the Secured Liabilities), together with interest on any amount due under this clause at the default rate of interest specified in the Facility Agreement.

9.2 Indemnity

The Lender, any Receiver and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

- 9.2.1 the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this Floating Charge;
- 9.2.2 any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or
- 9.2.3 any default or delay by the Chargor in performing any of its obligations under this Floating Charge.

10 Release

Subject to clause 12.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this floating charge.

11 Assignment and transfer

11.1 Assignment by Lender

At any time, without the consent of the Chargor, the Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this floating charge to any person to whom it assigns or transfers its rights and/or obligations under the Facility Agreement.

11.2 Assignment by Chargor

The Chargor may not assign any of its rights, or transfer any of its obligations, under this floating charge or enter into any transaction which would result in any of those rights or obligations passing to another person save as permitted under the terms of the Facility Agreement.

12 Further provisions

12.1 Independent security

This floating charge shall be in addition to, and independent of, every other security or guarantee which the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this floating charge.

12.2 Continuing security

This floating charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this floating charge in writing.

12.3 Discharge conditional

Any release, discharge or settlement between the Chargor and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up,

administration, receivership or otherwise. Despite any such release, discharge or settlement:

12.3.1 the Lender or its nominee may retain this floating charge and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

12.3.2 the Lender may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred.

12.4 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Chargor shall (in the absence of any manifest error) be conclusive evidence of the amount due.

12.5 Rights cumulative

The rights and powers of the Lender conferred by this floating charge are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

12.6 Waivers

Any waiver or variation of any right by the Lender (whether arising under this floating charge or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given, and shall not prevent the Lender from subsequently relying on the relevant provision.

12.7 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this floating charge or constitute a suspension or variation of any such right or power.

12.8 Delay

No delay or failure to exercise any right or power under this floating charge shall operate as a waiver.

12.9 Single or partial exercise

No single or partial exercise of any right under this floating charge shall prevent any other or further exercise of that or any other right.

12.10 Consolidation

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this floating charge.

12.11 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this floating charge under the laws of any jurisdiction shall not affect the

validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

12.12 Counterparts

This floating charge may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

13 Notices

13.1 Service

Each notice or other communication required to be given under, or in connection with, this floating charge shall be in writing and shall be delivered personally or sent by pre-paid first-class letter, fax or email; and sent:

to the Chargor at:

Meyler House
St Thomas Green
Haverfordwest
Dyfed
SA16 1QP

Fax: 01437 774757

Attention: Operations Manager

Email: matthew.owens@millbayhomes.co.uk

to the Lender at:

Meyler House
St Thomas Green
Haverfordwest
Dyfed
SA16 1QP

Fax: 01437 774780

Attention: Group Finance Director

Email: adrian.williams@pembs-ha.co.uk

or to such other address, fax number or email address as is notified in writing by one party to the other from time to time.

13.2 Receipt of Notice

Any notice or other communication shall be deemed to have been received:

13.2.1 if sent by fax, when received in legible form;

13.2.2 if sent by email, at the time of sending;

13.2.3 if given by hand, at the time of actual delivery; and

13.2.4 if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 13.2.3 or clause 13.2.4 on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

14 Governing law and jurisdiction

14.1 Governing law

This floating charge and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 Jurisdiction

The parties to this floating charge irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this floating charge or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Representations and warranties

1 No prohibitions or breaches

The entry into this floating charge by the Chargor does not and will not constitute a breach of any agreement or instrument binding on the Chargor or its assets.

2 Ownership of Charged Property

The Chargor is the legal and beneficial owner of the Charged Property.

3 No Encumbrances

The Charged Property is free from any Encumbrance other than Encumbrances created by this floating charge and any other Encumbrance created by the Chargor in favour of the Lender.

4 Adverse claims

The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it.

5 Adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property.

6 No breach of laws

There is no breach of any law or regulation which materially adversely affects the Charged Property.

7 No interference in enjoyment

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

8 No overriding interests

Nothing has arisen, has been created or is subsisting which would be an overriding interest in any Property.

9 Avoidance of security

No Encumbrance expressed to be created under this floating charge is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

10 Environmental compliance

The Chargor has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Approval.

Schedule 2 Covenants

1 Negative pledge and disposal restrictions

The Chargor shall not at any time, except with the prior written consent of the Lender or in accordance with the terms of the Facility Agreement:

- (a) incur any further indebtedness; or
- (b) create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than this floating charge; or
- (c) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except in the ordinary course of business in the case of Charged Property which is only subject to an uncrystallised floating charge; or
- (d) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

2 Preservation of Charged Property

The Chargor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this floating charge.

3 Enforcement of rights

The Chargor shall use its best endeavours to:

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Chargor's counterparties; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Lender may require from time to time.

4 Notice of breaches

The Chargor shall promptly on becoming aware of any of the same give the Lender notice in writing of any breach of:

- (a) any representation or warranty set out in schedule 1; and
- (b) any covenant set out in this schedule 2.

5 Title documents

The Chargor shall, on the execution of this floating charge (or, if later, the date of acquisition of the relevant Charged Property), deposit with the Lender and the Lender shall, for the duration of this floating charge be entitled to hold all deeds and documents of title relating to the Charged Property which are in the possession or control of the Chargor (if these are not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all such deeds and documents of title).

6 Further assurance

The Chargor, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender, in its absolute discretion, requires from time to time over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

7 Chargor's waiver of set-off

The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this floating charge).

8 Environmental law

The Chargor will comply with Environmental Law and all Environmental Approval both in respect of its general business and in the management, possession and occupation of each Property.

Schedule 3 Powers of the Lender

1 Power to remedy

The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Chargor of any of its obligations contained in this floating charge and the Chargor irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.

2 Exercise of rights

The rights of the Lender under paragraph 1 of this Schedule 3 are without prejudice to any other rights of the Lender under this floating charge. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

3 Power to dispose of chattels

At any time after the security constituted by this floating charge has become enforceable, the Lender or any Receiver:

- (a) may dispose of any chattels or produce found on any Property as agent for the Chargor; and
- (b) without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Chargor against any liability arising from such disposal.

4 New accounts

4.1 If the Lender receives notice of any subsequent Encumbrance, or other interest, affecting all or part of the Charged Property, the Lender may open a new account for the Chargor in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

4.2 If the Lender does not open a new account immediately on receipt of notice under paragraph 4.1 of this Schedule 3, then, unless the Lender gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Lender.

Schedule 4 Powers of a Receiver

1 Power to repair and develop the property

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

2 Power to grant or accept surrenders of leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit.

3 Power to employ personnel and advisers

A Receiver may, for the purposes of this Schedule 4, provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such salaries, for such periods and on such other terms as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

4 Power to make and revoke vat options to tax

A Receiver may exercise or revoke any VAT option to tax as he thinks fit.

5 Power to charge for remuneration

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him.

6 Power to realise charged property

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

7 Power to manage or reconstruct the Chargor's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor carried out at the Property.

8 Power to dispose of charged property

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the Charged Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

9 Power to sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Chargor.

10 Power to give valid receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Charged Property.

11 Power to make settlements

A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person as he thinks fit.

12 Power to bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property as he thinks fit.

13 Power to insure

A Receiver may, if he thinks fit, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this floating charge.

14 Powers under LPA

A Receiver may exercise all powers provided for in the LPA in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

15 Power to borrow

A Receiver may, for any of the purposes authorised by this Schedule 4, raise money by borrowing from the Lender (or from any other person) on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he thinks fit (including, if the Lender consents, terms under which such security ranks in priority to this floating charge).

16 Power to redeem prior encumbrances

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates. Any accounts so settled and passed shall be conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

17 Power of absolute owner

A Receiver may do all such acts and things as an absolute owner could do in the ownership and management of the Charged Property or any part of it.

18 Incidental powers

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 4, or which he lawfully may or can do as agent for the Chargor.

The Chargor

Executed as a deed by

MILL BAY HOMES LIMITED

acting by:

Michael Wetherby

Director

Nigel Simmetts

Director/~~Secretary~~

The Lender

THE COMMON SEAL OF
PEMBROKESHIRE HOUSING
ASSOCIATION LIMITED
was hereunto affixed in the presence of:

)
)
)
)

L.R. Campbell

Authorised Signatory

[Signature]

Authorised Signatory