

# MR01

## Particulars of a charge

706529/13



Companies House

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

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

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

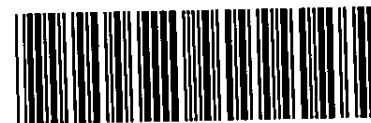
For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge.  
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  
must be scanned and placed on the public record

FRIDAY



\*A273LBNT\*

A03

26/04/2013

#10

COMPANIES HOUSE

### 1 Company details

Company number 0 1 7 7 3 9 1 2

Company name in full IRONSPRAY LIMITED

For official use

15

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 1 9 0 4 2 0 1 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 THE WELSH MINISTERS

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

THE FREEHOLD LAND SHOWN EDGED RED ON THE PLAN OF THE TITLE NUMBER WA743793 FILED AT THE REGISTRY AND BEING LAND AND BUILDINGS ON THE SOUTH SIDE OF LLANTARNAM PARK WAY, LLANTARNAM, CWMBRAN

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes  
☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue  
☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes  
☒ No

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## Particulars of a charge

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### Trustee statement <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

### Signature

Please sign the form here

Signature

Signature

X

*Womblans*

*Womblans Director  
on behalf of  
Company Limited.*

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	MRS N GITTINS
Company name	TWOMLOWS
Address	20 NEWPORT ROAD
Post town	CALDICOT
County/Region	MON
Postcode	N P 2 6 4 B Q
Country	UK
DX	86950 CALDICOT
Telephone	01291 422753



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

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

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

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number. 1773912

Charge code: 0177 3912 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2013 and created by IRONSPRAY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2013.

Given at Companies House, Cardiff on 30th April 2013



*DX*



DATED

19 APRIL

2013

THE WELSH MINISTERS

and

IRONSPRAY LIMITED

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**LEGAL CHARGE**

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relating to land and buildings at  
Hempel Paints, Llantarnam Park, Cwmbran

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

We hereby certify  
this to be a true copy  
of the original

*Proved*  
24.4.13

(Ref: qA1050141/GM)

**THIS DEED OF LEGAL CHARGE** made on this day of 19 April 2013

**BETWEEN:**

- |                                 |   |
|---------------------------------|---|
| (1) <b><u>THE MORTGAGOR</u></b> | <b>IRONSPRAY LIMITED</b> , a company incorporated and registered in England and Wales with company number 01773912 whose registered office is at Ty Coch Way, Cwmbran, NP44 7HB |
| (2) <b><u>THE MORTGAGEE</u></b> | <b>THE WELSH MINISTERS</b> of the Welsh Government, Crown Buildings, Cathays Park, Cardiff CF10 3NQ   |

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

- 1.1     "the Agreement" shall mean the agreement dated 30 January 2013 made between the Mortgagee (1) and the Mortgagor (2) whereby the Mortgagee has agreed to provide to the Mortgagor a grant subject to the terms and conditions set out therein

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

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

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

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

- 1.2 The expressions “the Mortgagee” and “the Mortgagor” shall have the meanings respectively ascribed to them at the commencement of this Charge and shall include their respective successors in title and assigns and covenants entered into by the Mortgagor are entered into by the Mortgagee for and on behalf of the Mortgagor and the successors in title and assigns of the Mortgagor
- 1.3 Where “the Mortgagor” includes two or more persons or bodies the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or such bodies shall be deemed to be the default of all
- 1.4 The Clause headings do not form part of this Charge and shall not be taken into account in the construction or interpretation thereof
- 1.5 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
- 1.6 The singular includes the plural and vice versa and words importing one gender only include all other genders
- 1.7 Where a restrictive obligation is imposed on the Mortgagor it shall be deemed to include an obligation on the Mortgagee not to permit or suffer such restrictive obligation to be breached by any other person
- 1.8 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 shall 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

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

**6. Compliance with legislation**

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

**7. Powers of Sale**

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

**8. Rights of Enforcement**

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

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

At any time after the Mortgagee has made demand for the payment or other discharge of any of the Secured Obligations or after any breach by the Mortgagor of any provision of the 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 shall be the agent of the Mortgagor who shall be solely responsible for his acts and defaults and for the payment of his remuneration costs charges and expenses. Such

remuneration shall be at the rate agreed between the Mortgagee and the receiver and Section 109(6) of the LPA 1925 is hereby excluded Any receiver appointed hereunder shall have all the powers conferred by statute on receivers in addition to the following express powers

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

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

#### **10 Power of Attorney**

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

**11. Protection of the Mortgagee**

**11.1 The Mortgagee's receipts**

The Mortgagee's obligation to account (whether to the Mortgagor or to any other person) shall be limited to the Mortgagee's own actual receipts which the Mortgagee must distribute or pay to the person entitled (or who the Mortgagee, acting reasonably, believes to be entitled) in accordance with the requirements of this Charge

**11.2 Exclusion of liability**

The Mortgagee will not be liable to the Mortgagor for any expense, loss, liability or damage incurred by the Mortgagor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers except any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.

**11.3 The Mortgagor may not take any proceedings against any officer, employee or agent of the Mortgagee in respect of any claim it might have against the Mortgagee or in respect of any act or omission of any kind by that officer, employee or agent in relation to this deed.**

**11.4 Effect of possession**

If the Mortgagee or any receiver enters into possession of the Property this will not oblige either the Mortgagee or the receiver to account as mortgagee in possession and if at any time the Mortgagee enters into possession of the Property it may at any time at its discretion go out of such possession.

**12. Further Assurance**

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

**13 Consolidation**

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

**14. Notices**

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

- 14.1 personally or by leaving the same at the registered office or last known address of the person to be served which shall thereupon be good and effective service
- 14.2 by first class pre-paid post. Service shall be deemed to have been effected 24 hours after posting
- 14.3 by telex facsimile or other electronic means. Service shall be deemed to have been effected upon transmission
- 14.4 in the case of a deceased Mortgagor on his personal representatives notwithstanding that no grant of representation has been made of his estate in England and Wales if the notice is addressed to the deceased Mortgagor by name or to his personal representatives by title and is left at or sent by first class pre- paid post or by telex facsimile or other electronic means to the usual or last known address of the deceased Mortgagor

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

**15. Indemnity for Costs etc**

The Mortgagor shall 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 shall be liable to pay to the Mortgagee under this Clause shall form part of the Secured Obligations

**16. Certification**

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

**17 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 or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of the Welsh Ministers of the Welsh Government as referred to in the charges register or its conveyancer ”

**18 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

**19. Law and Jurisdiction**

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

**20. Delivery**

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

## **SCHEDULE**

### **The Property**

The Freehold land shown edged with red on the plan of the Title number WA743793 filed at the Registry and being land and buildings on the south side of Llantarnam Park Way, Llantarnam, Cwmbran.

**EXECUTED** as a **DEED** by  
**IRONSPRAY LIMITED**  
acting by its.-

Director:



Director/Secretary.

