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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

Name of company

* WATKIN JONES & SON LIMITED

Date of creation of the charge

22 MAY 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

LEGAL CHARGE

Amount secured by the mortgage or charge

ALL SUMS OF MONEY OWED AND ALL LIABILITIES OR OBLIGATIONS TO BE CARRIED OUT TO THE BANK AT ANY TIME AND FROM TIME TO TIME BY A DEBTOR WHETHER:

- (A) THEY ARISE BEFORE OR AFTER THE BANK HAS DEMANDED THAT THEY ARE REPAID OR CARRIED OUT,
- (B) THEY ARE OWED OR TO BE CARRIED OUT IMMEDIATELY OR ONLY AFTER A STATED EVENT HAS OCCURRED;
- (C) THE DEBTOR OWES OR IS TO CARRY THEM OUT ON HIS OWN OR JOINTLY WITH ANY OTHER PERSONS;
- (D) THE DEBTOR OWES OR IS TO CARRY THEM OUT ON HIS OWN ACCOUNT OR AS GUARANTOR FOR OTHER PERSONS,

TOGETHER WITH INTEREST UPON THEM AND EXPENSES RELATING TO THEM (THE "DEBT")

Names and addresses of the mortgagees or persons entitled to the charge

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND
2ND FLOOR, CITYMARK, 150 FOUNTAINBRIDGE, EDINBURGH

Postcode EH3 9PE

Presentor's name address and reference (if any)

Brabners Chaffe Street LLP

55 King Street, Manchester M2 4LQ

Ref Admin/tharper/Bank of
Scotland/

Watkin Jones (Fallowfield) Form 395

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



AYP4TQ5P

A20

05/06/2007

177

COMPANIES HOUSE

023 962/13

395

Px06

For official use

Company number

02539870

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

02 ✓

04

01

Short particulars of all the property mortgaged or charged

THE BORROWER WITH FULL TITLE GUARANTEE CHARGES AS SECURITY FOR THE DEBT -

1. BY WAY OF LEGAL MORTGAGE THE LEASEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS ON THE SOUTH WEST SIDE OF EGERTON ROAD, FALLOWFIELD SHOWN EDGED RED ON THE PLAN ANNEXED TO THE LEGAL CHARGE WITH TITLE NUMBER TO BE ALLOCATED ("THE PROPERTY"),

2 BY WAY OF FIXED CHARGE ALL BUILDINGS AND OTHER STRUCTURES ON, AND ITEMS FIXED TO, THE PROPERTY,

3 BY WAY OF FIXED CHARGE ANY GOODWILL RELATING TO THE PROPERTY OR THE BUSINESS OR UNDERTAKING CONDUCTED AT THE PROPERTY,

4 BY WAY OF FIXED CHARGE ALL PLANT, MACHINERY AND OTHER ITEMS AFFIXED TO AND FORMING PART OF THE PROPERTY ON OR AT ANY TIME AFTER THE DATE OF THE LEGAL CHARGE,

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed Brammer Charge Sheet LLP

Date 25 MAY 2007

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

* WATKIN JONES & SON LIMITED

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

"BANK" MEANS THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AND ALSO ANY PERSON·

- (1) WHO CLAIMS ANY TITLE TO OR INTEREST IN THE LEGAL CHARGE FROM THE BANK.
- (11) TO WHOM THE BANK'S INTEREST IN ALL OR PART OF THE LEGAL CHARGE IS TRANSFERRED, OR
- (111) TO WHOM THE BUSINESS OF THE BANK IS TRANSFERRED

"BORROWER" MEANS WATKIN JONES & SON LIMITED AND ALSO

- (1) THE BORROWER'S PERSONAL REPRESENTATIVES; AND
- (11) ANY PERSON WHO CLAIMS ANY ESTATE, RIGHT OR INTEREST FROM OR THROUGH THE BORROWER IN THE DEBT OWED BY THE BORROWER

"DEBTOR" MEANS ANY AND EVERY PERSON (WHETHER THE BORROWER, OR OWNER OR EITHER OF THEM) WHO HAS AGREED TO REPAY A DEBT TO THE BANK.

"EXPENSES" MEANS THE TOTAL OF THE FOLLOWING:

- (1) ANY COMMISSION AND OTHER CHARGES WHICH THE BANK MAY FROM TIME TO TIME CHARGE TO THE BORROWER IN THE ORDINARY COURSE OF THE BANK'S BUSINESS IN RESPECT OF THE DEBT OR ANY SERVICE PROVIDED BY THE BANK TO THE BORROWER,
- (11) ANY COSTS, CHARGES, PREMIUMS, FEES AND EXPENSES INCURRED FROM TIME TO TIME BY THE BANK OR THE RECEIVER UNDER THE BANK'S COMMERCIAL CHARGE CONDITION (2003 EDITION) (THE "CONDITIONS") AND WHICH ARE EITHER REPAYABLE BY THE BORROWER UNDER THE CONDITIONS OR ARE INCURRED IN THE EXERCISE BY THE BANK OR THE RECEIVER OF THEIR POWERS UNDER THE CONDITIONS;
- (111) ANY COSTS, CHARGES AND EXPENSES INCURRED BY THE BANK OR THE RECEIVER IN CONNECTION WITH THE BANK OR THE RECEIVER DOING ANYTHING TO PROTECT THE MORTGAGE OR TO OBTAIN POSSESSION OF OR SELL OR DEAL (IN ANY OTHER WAY ALLOWED BY THE CONDITIONS) WITH THE PROPERTY,

TOGETHER WITH VALUE ADDED TAX UPON SUCH SUMS WHERE APPROPRIATE

"OWNER" MEANS THE PERSON WHO IS REFERRED TO IN THE LEGAL CHARGE AS THE OWNER AND ALSO

- (1) THE OWNER'S PERSONAL REPRESENTATIVES; AND
- (11) ANY PERSON TO WHOM THE OWNER'S INTEREST IN ALL OR PART OF THE PROPERTY HAS BEEN TRANSFERRED OR OTHERWISE DISPOSED OF WITHOUT SUCH INTEREST FIRST BEING RELEASED FROM HIM

Name of company

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EFFECT OF THE LEGAL CHARGE.

"RECEIVER" MEANS ANY PERSON (WHO MAY BE AN EMPLOYEE OF THE BANK) WHO IS APPOINTED BY THE BANK IN WRITING TO BE THE RECEIVER AND MANAGER OF ALL OR ANY PART OF THE PROPERTY AND ALSO ANY PERSON WHO IS SUBSTITUTED BY THE BANK IN WRITING FOR SUCH PERSON

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

5 BY WAY OF ASSIGNMENT THE RENTAL SUMS TOGETHER WITH THE BENEFIT OF ALL RIGHTS AND REMEDIES OF THE BORROWER RELATING TO THEM TO HOLD TO THE BANK ABSOLUTELY SUBJECT TO REDEMPTION UPON REPAYMENT OF THE DEBT;

6. BY WAY OF FIXED CHARGE THE PROCEEDS OF ANY CLAIM MADE UNDER ANY INSURANCE POLICY RELATING TO ANY OF THE PROPERTY CHARGED UNDER THE LEGAL CHARGE; AND

7 BY WAY OF FLOATING CHARGE ALL UNATTACHED PLANT, MACHINERY, CHATTELS AND GOODS NOW OR AT ANY TIME AFTER THE DATE OF THE LEGAL CHARGE ON OR IN OR USED IN CONNECTION WITH THE PROPERTY OR THE BUSINESS OR UNDERTAKING CONDUCTED AT THE PROPERTY

THE BORROWER AND THE CHARGOR EACH AGREE WITH THE BANK AS FOLLOWS:

- 1 NOT TO CREATE OR ATTEMPT TO CREATE OR ALLOW TO BE CREATED OR TO EXIST (WHETHER BY A SPECIFIC AGREEMENT IMPOSED BY RULE OF LAW OR ACT OF PARLIAMENT) ANY CHARGE OR LIEN OF ANY KIND OVER THE PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK
- 2 NOT TO SELL, TRANSFER, LEASE OR OTHERWISE DISPOSE OF ALL OR ANY PART OF THE PROPERTY, OR AGREE TO DO SO, WHETHER AT LAW OR IN EQUITY, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK
- 3 NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK, TO MAKE ANY STRUCTURAL ALTERATION TO ANY BUILDINGS OR OTHER ERECTIONS ON THE PROPERTY OR TO APPLY FOR ANY PLANNING CONSENT FOR THE DEVELOPMENT OR CHANGE OF USE OF THE PROPERTY, OR TO DO OR ALLOW OR OMIT TO BE DONE ANYTHING WHICH MIGHT ADVERSELY AFFECT THE VALUE OF THE PROPERTY
- 4 NOT TO DO, OR ALLOW TO BE DONE, NOR OMIT TO DO, ANYTHING ON THE PROPERTY WHICH MIGHT PREJUDICIALLY AFFECT ANY INSURANCE POLICY IN RESPECT OF THE PROPERTY
- 5 NOT TO DEAL WITH ANY CLAIM FOR COMPENSATION, ARISING IN ANY FASHION IN RESPECT OF ALL OR PART OF THE PROPERTY OTHER THAN IN ACCORDANCE WITH THE REQUIREMENTS OF THE BANK, AND IF REQUIRED BY THE BANK TO PAY TO THE BANK IN REDUCTION OF THE DEBT ALL OR PART OF SUCH COMPENSATION
- 6 WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK NOT TO DO OR ALLOW TO BE DONE OR OMIT TO DO ON THE PROPERTY ANYTHING WHICH MIGHT LEAD EITHER TO THE CHARGOR INCURRING ANY LIABILITIES OR COMMITTING ANY OFFENCE UNDER THE ENVIRONMENTAL PROTECTION ACT 1990 OR

Name of company

*insert full name
of Company

* WATKIN JONES & SON LIMITED

INCUR ANY OTHER LIABILITY AS A RESULT OF THE POLLUTION OF THE PROPERTY OR TO THE PROPERTY BEING ENTERED UPON ANY REGISTERS OF LAND WHICH MAY HAVE BEEN PUT TO A CONTAMINATIVE USE UNDER THAT ACT AND FURTHER TO SEND COPIES TO THE BANK OF ANY NOTICE RECEIVED IN CONNECTION WITH ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY

THE CHARGOR WILL NOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK

- 1 GRANT OR ACCEPT THE SURRENDER OF ANY LEASE OR TENANCY OF ALL OR PART OF THE PROPERTY WHETHER UNDER THE POWERS GIVEN BY SECTIONS 99 AND 100 OF THE LAW OF PROPERTY ACT 1925 OR OTHERWISE, OR
- 2 EXTEND, RENEW OR VARY EITHER THE LEASE OR ANY LEASE OR TENANCY GRANTED BY THE OWNER OR HIS PREDECESSORS IN TITLE IN FAVOUR OF ANY THIRD PARTY OF ALL OR PART OF THE PROPERTY,
- 3 GIVE ANY CONSENT TO TRANSFER OR UNDERLET ANY SUCH LEASE OR TENANCY,
- 4 GIVE UP THE POSSESSION OF ALL OR ANY PART OF THE PROPERTY OR GRANT ANY LICENCE OR RIGHT TO OCCUPY ALL OR ANY PART OF THE PROPERTY; OR
- 5 AGREE TO DO ANY OF SUCH THINGS

"CHARGE" MEANS ANY MORTGAGE, CHARGE OR SUB-CHARGE (IN RELATION TO A SUB-CHARGE OF REGISTERED LAND BY CHARGING WITH THE PAYMENT OF MONEY THE INDEBTEDNESS SECURED BY THE REGISTERED CHARGE) CREATED AT ANY TIME OVER ANY INTEREST IN THE PROPERTY TO SECURE THE PAYMENT OF THE DEBT TO THE BANK

"CHARGOR" MEANS ANY AND EVERY PERSON (WHETHER THE BORROWER OR OWNER OR EITHER OF THEM) WHO HAS CHARGED AN INTEREST IN THE PROPERTY TO THE BANK BY A CHARGE AS SECURITY FOR THE DEBT.

"LEASE" MEANS ANY LEASE, LICENCE, TENANCY OR OTHER AGREEMENT BY VIRTUE OF WHICH THE BORROWER, OR (AS THE CASE MAY BE) THE OWNER, OWNS THE PROPERTY.

"RENTAL SUMS" MEANS ALL RENTS, PROFITS, INCOME, FEES AND OTHER SUMS AT ANY TIME PAYABLE BY ANY LESSEES, UNDERLESSEES, TENANTS OR LICENSEES OF THE PROPERTY TO THE CHARGOR PURSUANT TO THE TERMS OF ANY AGREEMENTS FOR LEASE, LEASES, UNDERLEASES, TENANCIES OR LICENCES TO WHICH ALL OR ANY PART OF THE PROPERTY IS SUBJECT BUT NOT ANY SUMS PAYABLE IN RESPECT OF SERVICES PROVIDED TO SUCH LESSEES UNDERLESSEES, TENANTS OR LICENSEES OR PAYABLE IN RESPECT OF INSURANCE PREMIUMS OR REASONABLE PROFESSIONAL FEES OR EXPENSES

Company number

02539870

Name of company

*insert full name
of Company

* WATKIN JONES & SON LIMITED

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 02539870

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 22nd MAY 2007 AND CREATED BY WATKIN JONES & SON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JUNE 2007

Baw



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES