

MG01

523095/13.



Particulars of a mortgage or charge

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
register particulars of a charge for
company. To do this, please use
form MG01s

SATURDAY



A11RBY70

A14

08/10/2011

199

COMPANIES HOUSE

1

Company details

Company number

0 2 5 3 9 8 7 0

Company name in full

Watkin Jones & Son Limited (the "Company").

91

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

Date of creation of charge

Date of creation

d0 d3 m1 m0 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A legal charge between (1) the Company and (2) Bank of Scotland (the
"Charge").

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Please see the continuation sheet attached for the
amount secured

Continuation page

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

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name Bank of Scotland PLC, Company No SC327000 (the "Lender")

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Please see the continuation sheet attached for the short particulars

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Herbert Smith LLP

X

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

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name John Chetwood (9862/30925588)

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX 28

Telephone 020 7466 7548



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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.companieshouse.gov.uk or email 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

Watkin Jones & Son Limited (Company Number: 2539870)

Section 4: Amount secured continuation sheet 1 of 1.

Terms defined in this Form MG01 shall have the meaning given to them in section 6 short particular continuation sheet no 2 attached hereto

- 1 Pursuant to clause 2 of the Charge the Company agrees to pay to the Lender the Secured Liabilities when the Lender demands in writing

Watkin Jones & Son Limited (Company Number: 2539870)

Section 6: Short particulars continuation sheets 1 of 3.

- 1 The Company with full title guarantee charges to the Lender as security for the Secured Liabilities -
 - 1 1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property,
 - 1 2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,
 - 1 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Charge,
 - 1 4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Company relating to them to hold to the Lender absolutely subject to redemption upon repayment of the Secured Liabilities,
 - 1 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Charge,
 - 1 6 if the Company is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property,
- 2 The Borrower and the Owner each agree with the Lender not to create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of the Lender) without the prior written consent of the Lender, and
- 3 The Owner will, at his own cost and whenever required by the Lender, do anything and sign and deliver all such deeds, instruments, notices or other documents of any kind, in such form as the Lender may require, in order to enhance or perfect the Lender's security under the Charge, or to preserve the Property or to enable the Lender either to enforce the Charge or to exercise any of the powers and rights given by the Charge or by law to the Lender or the Receiver

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Section 6: Short particulars continuation sheets 2 of 3.

Definitions

"Interest" means any sum of money payable to the BoS by way of interest upon the Secured Liabilities

"Borrower" means the Company and also

- (i) the Company's successors and personal representatives, and
- (ii) any person who claims any estate, right or interest from or through the Company in the Secured Liabilities by the Company

"BoS" means the Lender and also any person

- (i) who claims any title to or interest in the Charge from the Lender
- (ii) to whom the Lender's interest in all or part of the Charge is transferred, or
- (iii) to whom the business of the Lender is transferred

"Expenses" means the total of the following

- (i) any commission and other charges which BoS may from time to time charge to the Borrower in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Borrower,
- (ii) any costs, charges, premium, fees and expenses incurred from time to time by BoS or the Receiver under the Charge and which are either repayable by the Borrower under the Charge or are incurred in the exercise by BoS or the Receiver of their powers under the Charge,
- (iii) any costs, charges, expenses incurred by the BoS or the Receiver in connection with BoS 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 Charge) with the Property,

together with Value Added Tax upon such sums where appropriate

"Owner" means any and every person (whether the Borrower or otherwise) who has granted a Charge to BoS as security for the Secured Liabilities and also

- (i) the Owner's successors and personal representatives, and

Watkin Jones & Son Limited (Company Number: 2539870)

Section 6: Short particulars continuation sheets 3 of 3.

- (ii) any person to who the Owner's interests in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Charge in respect of the Owner or of all or any part of the Property

"Secured liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the BoS by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in the BoS and including discount, commission and other lawful charges or expenses which the BoS may in the course of its business charge or incur in respect of any of those matter or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them

"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 Owner 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

"Property" means

- (i) the Freehold land and buildings on the south-east side of Penrhos Road, Bangor shown edged red on the plan registered at the Land Registry under title number CYM515002 but excluding the land edged yellow on the title plan, and
- (ii) Unit A, Charles Street, Chester registered at the Land Registry under title number CH371281



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2539870
CHARGE NO. 91**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 3
OCTOBER 2011 AND CREATED BY WATKIN JONES & SON
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
8 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 OCTOBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES