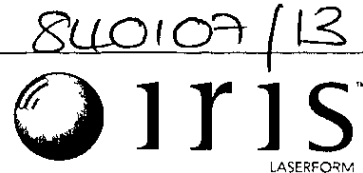


MG01

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

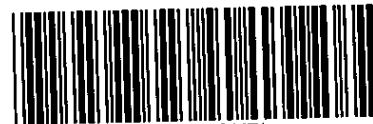
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

SATURDAY



A1MCNQXF

A16

24/11/2012

#67

COMPANIES HOUSE

1

Company details

Company number

0 2 5 3 9 8 7 0

Company name in full

Watkin Jones & Son Limited

("Company")

102

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

d2 d1 m1 m1 y2 y0 y1 y2

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

Debenture ("Debenture")

4

Amount secured

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

Amount secured

All monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by the Company to HSBC Bank plc ("Lender") (including any under any Hedging Agreement),

("Secured Liabilities")

Continuation page

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

MG01

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	HSBC Bank plc						
Address	8 Canada Square						
	London						
Postcode	E	1	4		5	H	Q
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	<p>1 The Company charges and agrees to charge all its present and future right, title and interest in and to the following assets which are at any time owned by the Company, or in which the Company from time to time has an interest</p> <p>1 1 by way of first legal mortgage</p> <p>(a) the Property, and</p> <p>(b) all other real property (if any) at the date of the Debenture vested in, or charged to the Company (not charged by paragraph 1 1 (a) above)</p> <p>1 2 by way of first fixed charge</p> <p>(a) all other real property and all interests in real property (not mortgaged by paragraph 1 1 above),</p> <p>(b) all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(c) the proceeds of sale of all real property, and</p> <p>(d) the benefit of any rental deposit given or charged to the Company by any occupier of any real property,</p> <p>1 3 by way of first fixed charge (insofar as not mortgaged by paragraph 1 1 above or charged by paragraph 1 2 above) all present and future rents and other sums due to the Company under any Lease,</p> <p>1 4 by way of first fixed charge all plant and machinery (insofar as not mortgaged by paragraph 1 1 above or charged by paragraph 1 2 above) and the benefit of all contracts, licences and warranties relating to the same,</p>
-------------------	--

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 5 by way of **first fixed charge**

(a) the Shares, and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned by the Company or held by a nominee, trustee, fiduciary or clearance system on the Company's behalf or in which the Company has an interest at any time (not charged by paragraph 1 5(a) above),

in each case, together with all dividends, distributions and other income paid or payable and all rights, monies or property accruing or offered at any time in relation to such assets whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

1 6 by way of **first fixed charge** all the Company's accounts with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts;

1 7 by way of **first fixed charge** all the rights the Company has from time to time in respect of any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (whether registered or unregistered) and the benefit of all applications for and rights to use such assets

1 8 by way of **first fixed charge** (to the extent not otherwise charged or assigned in the Debenture),

(a) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the Company's business or the use of any of the Company's assets, and

(b) any letter of credit issued in the Company's favour and all bills of exchange and other negotiable instruments held by the Company, and

1 9 by way of **first fixed charge** all of the Company's goodwill and uncalled capital

2 The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

2 1 (to the extent not mortgaged or charged by paragraph 1 above) all present and future rents and other sums due to the Company under any Lease,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 2 each Hedging Agreement, all rights and remedies in connection with each Hedging Agreement and all proceeds and claims arising from them,

2 3 each Material Agreement together with all rights and remedies in connection with each Material Agreement and all proceeds and claims arising from them,

2 4 all insurance policies, claims under those insurance policies and proceeds of those claims under the insurance policies,

2 5 all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by the Company or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),

2 6 the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing, and

2 7 all proceeds of any of the foregoing not otherwise assigned under this paragraph 2

3 To the extent that any right referred to in paragraph 2 above is not assignable, the assignment which that paragraph 2 purports to effect shall operate as an assignment of all the Company's present and future rights and claims to any proceeds of such rights

4 The Company charges and agrees to charge by way of **first floating charge** all its present and future

4 1 assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to paragraphs 1 to 3 above or any other provision of the Debenture, and

4 2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

Negative Pledge

The Company shall not create or permit to subsist any Security Interest without the consent of the Lender

No Disposals

Unless the Lender consents, the Company shall not make any disposal of its assets that are mortgaged, charged or assigned to the Lender by the Debenture even if the disposal is involuntary

Definitions

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Company and the Lender for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities,

"Lease" means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject together with any related guarantee or other security for the performance of the lessee's obligations,

"Material Agreements" means each of the agreements set out in schedule 6 to the Debenture,

"Property" means all the real property from time to time subject to the Security Interests created by the Company in favour of the Lender and described below

Address	Title number(s)
Part of the freehold property known as land at Bryn Adda, Penrhos Road, Bangor LL57 1NW hatched blue on the title plan	WA910313
Freehold property known as land and buildings on the south-east side of Penrhos Road, Bangor (but excluding the area edged in yellow on the title plan)	CYM515002
Freehold property known as land being Unit A, Charles Street, Chester	CH371281
Freehold property being land on the east side of Halkyn Road, Holywell	CYM150690
Freehold property known as Victoria Buildings, Plas Llwyd Terrace, Bangor, LL57 1UB	CYM112886
Freehold property known as land lying to the north west of Dol Beuno, Bontnewydd, Caernarfon, LL55 2UD	WA637524
Freehold property known as land on the north side of Penrhos Beach Road, Holyhead	CYM345721
Freehold property known as land adjoining Cae Serrri, South Stack Road, Holyhead, LL65 1LF	CYM44173
Freehold property known as land and buildings at Llanfawr Newydd Llangefni	CYM219799

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Security Interests**" means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, and

"**Shares**" means

(a) two ordinary shares of £1 00 each in Newmark Developments Limited (company number 05614426),

(b) one ordinary share of £1 00 each in Wisedeed Limited (company number 06825836),

(c) one ordinary share of £1 00 each in Stylegood Limited (company number 06092932),

(d) one ordinary share of £1 00 each in Goldcharm Limited (company number 06488473),

(e) one ordinary share of £1 00 each in Extraneat Limited (company number 06166353),

(f) one ordinary share of £1 00 each in Megaleague Limited (company number 06856232),

(g) one ordinary share of £1 00 each in Anderson Wharf (Student) Limited (company number 06126636),

(h) one ordinary share of £1 00 each in Coralblend Limited (company number 06778070), and

(i) one ordinary share of £1 00 each in D.R (Student) Limited (company number 06472739)

MG01

Particulars of a mortgage or charge

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

N/A

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 870).

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 866). 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 Gateley LLP

X

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

MG01

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 Neetu Sehdev

Company name Gateley LLP

Address One Eleven

Edmund Street

Post town Birmingham

County/Region

Postcode B 3 2 H J

Country

DX 13033 Birmingham 1

Telephone 0121 234 0197



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



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. 102**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
NOVEMBER 2012 AND CREATED BY WATKIN JONES & SON
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 24 NOVEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 NOVEMBER
2012



Companies House



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