

208993/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



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

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

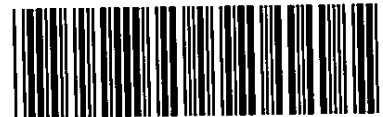
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR01

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If 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.
It must be scanned and placed on the public record. Do not send the original.



A05

A4M3AF6W

12/12/2015

#62

COMPANIES HOUSE

SATURDAY

1 Company details

Company number 01911653

Company name in full General Dynamics United Kingdom Limited

6 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 Charge creation date

Charge creation date 04/12/2015

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

MRO1

Particulars of a charge

4	Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
	Brief description	Land and buildings lying on the north side of Merthyr Road Pentrebach and registered at the Land Registry under title number WA841555	
5	Other charge or fixed security	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ¹	<p>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</p> <p><input type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	<p>Please sign the form here</p>	
	Signature	<p>Signature</p> <p>X <i>Reed Smith LLP</i> X</p>	
		<p>This form must be signed by a person with an interest in the charge</p>	

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record

Contact name **Ellie Brooks**

Company name **Reed Smith LLP**

Address **The Broadgate Tower**

20 Primrose Street

Post town **London**

County/Region

Postcode **E C 2 A R S**

Country **United Kingdom**

DX **1066 City**

Telephone **02031163657**



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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1911653

Charge code. 0191 1653 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th December 2015 and created by GENERAL DYNAMICS UNITED KINGDOM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2015.

nx

Given at Companies House, Cardiff on 21st December 2015



Companies House



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

DATED 4 December

2015

(1) GENERAL DYNAMICS UNITED KINGDOM LIMITED

(2) THE WELSH MINISTERS

LEGAL CHARGE
RELATING TO

Land and Buildings on the North side of Merthyr Road,
Pentrebach

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

(Ref: QA1218793\JB)

Certified as a true copy of the
original instrument other than material
redacted pursuant to s.859G of the
Companies Act 2006

Reed Smith LLP
Reed Smith LLP
Date 10/12/15

THIS DEED OF LEGAL CHARGE made on the 4th day of December 2015

BETWEEN

(1) THE MORTGAGOR

GENERAL DYNAMICS UNITED KINGDOM LIMITED (registered number 01911653) whose registered office is at 21 Holborn Viaduct, London EC1A 2DY

(2) THE MORTGAGEE

THE WELSH MINISTERS whose principal place of business is Crown Building 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

"the Agreement" shall mean an offer of funding dated 27th August 2015 made by the Mortgagee and accepted by the Mortgagor on 3 September 2015 whereby the Mortgagee agreed to provide to the Mortgagor funding 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 and which shall remain in force for a period starting on the date of this Deed and ending when the Secured Obligations and funding under the terms of the Agreement have been repaid in full to the Mortgagee by the Mortgagor

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

"the Property" shall have the meaning ascribed to it in the First 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 the sum of £5,194,700 00 (five million one hundred and ninety four thousand seven hundred pounds) plus VAT of £1,038,940 00 (one million and thirty eight thousand nine hundred and forty pounds) and the related obligations and liabilities from time to time due owing or incurred by the Mortgagor to the Mortgagee under or pursuant to the Agreement

- 1 1 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 Mortgagor for and on behalf of the Mortgagor and the successors in title and assigns of the Mortgagor
- 1 2 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 3 The Clause headings do not form part of this Charge and shall not be taken into account in the construction or interpretation thereof
- 1 4 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 5 The singular includes the plural and vice versa and words importing one gender only include all other genders
- 1 6 Where a restrictive obligation is imposed on the Mortgagor it shall be deemed to include an obligation on the Mortgagor not to permit or suffer such restrictive obligation to be breached by any other person
- 1 7 This Charge incorporates the Schedules 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 for a period starting on the date of this Deed and ending when the Secured Obligations and funding under the terms of the Agreement have been repaid in full to the Mortgagee by the Mortgagor

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 and Insurance

The Mortgagor shall keep the Property in a good and substantial repair and condition and will keep it insured against the normal comprehensive risks with an insurance company or underwriters of repute and in their full reinstatement value from time to time to the satisfaction of the Mortgagee The said insurance shall at the option

of the Mortgagee either be effected in the joint names of the Mortgagor and the Mortgagee or in the sole name of the Mortgagor with the interest of the Mortgagee being noted on the policy. If the Mortgagor fails to maintain or insure the Property the Mortgagee may do so at the expense of the Mortgagor (and any costs and expenses so incurred by the Mortgagee shall form part of the Secured Obligations) without thereby becoming a Mortgagee in possession. If the Property is leasehold and the property insurance is the obligation of the Landlord of the Property then if the Mortgagor shall procure the due compliance by the Landlord with its insuring the obligations the Mortgagor shall be deemed to have complied with the Mortgagor's obligations under this Clause in relation to the Property.

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 **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

12 Consolidation

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

13 Notices

Notices and demands by the Mortgagee may be given or served

13 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

13 2 by first class pre-paid post Service shall be deemed to have been effected 2 working days after posting

When sending by post service shall be deemed to have been effected 2 working days after posting

14 Indemnity for Costs etc

Upon receipt of a cost invoice provided to the Mortgagor by the Mortgagee the Mortgagor shall indemnify the Mortgagee in respect of all reasonable and proper costs and expenses (including without limitation legal costs) directly 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

15 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

16 H M Land Registry Restriction

The Mortgagor requests the Chief Land Registrar to enter restrictions on the Register of any registered land hereby charged that -

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Welsh Ministers (for the attention of the Director of Legal Services) of Crown Building Cathays Park Cardiff CF10 3NQ or its conveyancer"

17 **Delivery**

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

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 the laws of England and Wales and the Mortgagor submits to the exclusive jurisdiction of the courts of England and Wales

FIRST SCHEDULE

The Property

The Property shall mean all that piece or parcel of land known as land and buildings lying on the North side of Merthyr Road, Pentrebach which is registered with absolute title at the Land Registry under Title Number WA841555

Signed as a deed by)
GENERAL DYNAMICS UNITED)
KINGDOM LIMITED)
acting by one director)
in the presence of)

Wi

Wi
C

W

Executed as a deed by applying the seal
of the Welsh Ministers
The application of the seal of the Welsh
Ministers is AUTHENTICATED by,

yer

at purpose
by the Director of Legal Services by
authority of the Welsh Ministers under
Section 90 (2) of the Government
of Wales Act 2006