

MG01

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IRIS
LASERFORM

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
particulars of a charge for a
company. To do this, please
use form MG01s

TUESDAY



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26/06/2012

#51

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")

9 | 5 | |

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

2 5 0 6 2 0 1 2

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 debenture between (1) the Chargors (including the Company) and (2) Bank
of Scotland Plc (the "Debenture")

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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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 sheets attached for short particulars of the property charged.

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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 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 Herbert Smith LLC

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 (9862/30927830)

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 7374 8000



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

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

All monies and all obligations and liabilities now or hereafter due, owing or incurred by the Company or any other Obligor to the Lender under or pursuant to the Finance Documents in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Lender or purchased (whether by assignment or otherwise) or acquired in any other way by it, denominated in sterling or any other currency, or incurred on any current or other banking account or in any other manner whatsoever (the "**Secured Liabilities**")

Terms defined in this Form MG01 shall have the meaning given to them in the continuation sheets attached hereto

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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 SECURITY

1 1 Creation of Fixed Security

The Company charges to the Lender by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in any and each of the following

- 1 1 1 the Real Property, subject in the case of leasehold property to any necessary third party consents to such mortgage being obtained,
- 1 1 2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock in trade or work in progress) and all Related Property Rights,
- 1 1 3 (to the extent that the same are not the subject of a fixed charge under clause 3 1 4 of the Debenture) all Debts,
- 1 1 4 all Account Proceeds,
- 1 1 5 all of its Investments,
- 1 1 6 the Shares,
- 1 1 7 all of its Intellectual Property Rights,
- 1 1 8 all goodwill and uncalled capital, and
- 1 1 9 (to the extent not effectively assigned under clause 3 2 (*Assignments*)) of the Debenture, the Insurance Policies and the Insurance Proceeds

1 2 Assignments

The Company assigns to the Lender with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of the Company's rights to and title and interest from time to time in

- 1 1 1 the Insurance Policies (subject to obtaining any necessary consent to such assignment from any third party) and the Insurance Proceeds,
- 1 1 2 the Rental Income,

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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 1 3 all Disposal Proceeds, 1 1 4 each Transaction Document (other than the Finance Documents), 1 1 5 each building contract, consultant appointment and collateral warranty in respect of the development of any Real Property, and 1 1 6 all other agreements, contracts, deeds licenses, undertakings, guarantees, covenants, warranties, representations, and other documents entered into by, given to or otherwise benefiting the Company in respect of the Real Property, and all Related Property Rights in respect of the above 1 3 Preservation of Fixed Charge Without prejudice to clauses 3 1 3 (<i>Creation of Fixed Security</i>) and 3 2 (<i>Assignments</i>) of the Debenture, if, pursuant to clause 22 (<i>The Accounts</i>) of the Credit Agreement, the Company is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to clauses 3 1 4 (<i>Creation of Fixed Security</i>) and 3 2 (<i>Assignments</i>) of the Debenture, the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of the Company and the proceeds of those debts 2 CREATION OF FLOATING CHARGE 2 1 The Company charges to the Lender by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Company's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues, whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to clauses 3 1 (<i>Creation of Fixed Security</i>) or 3 2 (<i>Assignments</i>) of the Debenture 2 2 The floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986 3 FURTHER ASSURANCE 3 1 The Company must promptly upon request by the Lender execute (in such form as the Lender may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Lender or its nominees and do all such assurances and things as the Lender may	

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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	reasonably require for 3 1 1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by the Debenture, 3 1 2 conferring upon the Lender such security as it may require over the assets of the Company outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets, 3 1 3 facilitating, at any time on or after the occurrence of an Event of Default, the realisation of all or any part of the assets of the Company, and 3 1 4 exercising all powers, authorities and discretions conferred on the Lender or any Receiver pursuant to the Debenture or by law 3 2 The Company shall, at any time, promptly upon request, execute over all or any of the Charged Assets, a charge by way of legal mortgage or legal sub-mortgage or legal assignment, as the case may be, in favour of the Lender in such form as the Lender shall require 3 3 The Company shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Debenture including the obtaining of any necessary consent (in form and content satisfactory to the Lender) to enable its assets to be mortgaged, charged or assigned pursuant to this Debenture. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Debenture. The Company shall promptly deliver a copy of each such consent to the Lender 4 NEGATIVE PLEDGE The Company undertakes to the Lender with respect to the Charged Assets that it shall not, without the prior consent in writing of the Lender, create or attempt to create or permit to subsist or arise any on, over or affecting the Charged Assets or any part of them Definitions In the interpretation of this form MG01 "Account" means each General Account, the Sales Proceeds Account and/or the Overnight Deposit Account,

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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

"Account Proceeds" means all amounts (including interest) from time to time standing to the credit of any bank or other account of any Chargor with any bank, building society, financial institution or other person and the debts represented thereby,

"Acquisition Document" means

- (A) each sale and purchase agreement pursuant to which any New Property is or will be acquired,
- (B) each deed of transfer pursuant to which legal title to any New Property is or will be transferred to the relevant Obligor,
- (C) any other document entered into pursuant to a document referred to in paragraphs (A) or (B) above, and
- (D) any other document designated in writing as such by both the Lender and the Borrower,

in each case in form and substance satisfactory to the Lender,

"Additional Guarantor" means any person which at any time becomes a Guarantor in accordance with clause 27 2 (*Additional Guarantors*) of the Credit Agreement,

"Agreement for Lease" means an agreement to grant an Occupational Lease of all or part of a Property,

"Aircraft Finance Documents" means the following documents entered into between the Lender and Saxonhenge Limited

- (A) a loan agreement dated 14 December 2007,
- (B) an aircraft mortgage dated 24 December 2007,
- (C) and the Asset Finance Letter,

and any other document made between the Lender and any other member of Group in relation to or as security for the above documents,

"Asset Finance Letter" means a letter dated on or about the date of this Agreement amending the terms of the loan agreement referred to in paragraph (A) of the definition of Aircraft Finance Documents,

"Borrower" means Watkin Jones & Son Limited,

"Charged Assets" means the assets mortgaged, charged or assigned pursuant to clauses 3 (*Security*) and 4 1 (*Creation of Floating Charge*) of the Debenture,

"Chargor" means Watkin Jones Group Ltd, Watkin Jones Holdings Ltd, Watkin Jones & Son Ltd, Amber 9 Ltd, Anderson Wharf Student Ltd, Baybreeze Ltd, Brabco 723

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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

Limited, Broadsale Ltd, Chooseplain Limited, Coralblend Ltd, Dizzy 9 Ltd, D R Student Ltd, Earlyscoop Ltd, Extraneat Ltd, Fairleague Ltd, Fineflair Ltd, Fresh Management (Portsmouth) Limited, Goldcharm Ltd, Gorse Stacks Development Ltd, Heol Santes Helen Ltd, LNE (Kingston) Ltd, Logie Green General Partner 1 Limited, Logie Green General Partner 2 Limited, Manana Manana Ltd, Marblelodge Limited, Megaleague Ltd, Megascheme Limited, Newcastle Student Ltd, Nicelook Ltd, Oatengrove Limited, Oxford Student Ltd, Pureluck Limited, Ruby 99 Ltd, Saxenhenge Ltd, Scarlet P Ltd, Stylegood Ltd, Sugarhouse Close Student Limited, Superscheme Ltd, Supertry Ltd, Swiftmatch Ltd, Tableward Ltd, Top Laser Ltd, Urbancloud Ltd, Watkin Jones AM Ltd, Watkin Jones (Bradford 1) Limited, Watkin Jones Ground Rents Limited, Watkin Jones (Leicester 1) Limited, Watkin Jones (Salford 1) Limited, Watkin Jones (Sheffield 1) Ltd, Whitechapel Student Ltd, Wisedeed Ltd and WJ Hafod Elfyn Limited,

"Credit Agreement" means the term loan facility agreement between, among others, (1) Watkin Jones & Son Limited and (2) the Lender dated on or about the date of the Debenture,

"Debts" means all of a Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to that Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above,

"Deed of Confirmation" means the Deed of Confirmation between (1) the Obligors, (2) Lender and (3) Bank of Scotland plc as party to the Existing Documents dated on or about the date of the Debenture,

"Deed of Subordination" means the deed of subordination entered into or to be entered into between (1) the Lender, (2) each Obligor and (3) each Subordinated Creditor (as defined therein) dated on or about the date of the Debenture,

"Development Document" means the building contracts, professional appointments and collateral warranties referred to in the list delivered to the Lender pursuant to paragraph 4.13 of schedule 2 (*Conditions precedent*) to the Credit Agreement,

"Disposal" includes any form of disposal of any interest in any asset including any conveyance, transfer, lease, assignment, sale, right to use or occupy, surrender, declaration of trust or the creation of any other legal or equitable interest in or over any asset or any option in respect of any of the foregoing, and **"Dispose"** shall be construed accordingly,

"Disposal Proceeds" means all sums paid or payable or any other consideration given or to be given for a Disposal of a Property or any other asset including

- (A) all compensation and damages received for any use or disturbance, blight or compulsory purchase,

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (B) any deposit (other than a deposit held on a stakeholder basis), and
- (C) in the case of a disposal of shares in any Obligor or other member of the Group, an amount equal to any indebtedness of that Obligor or other member of the Group required to be repaid in connection with the Disposal,

"Duty of Care Agreement" means in relation to a Property, an agreement made between the relevant Obligors or other member of the Group, any Managing Agent and the Lender in form and substance satisfactory to the Lender,

"Event of Default" means any event or circumstance specified as such in clause 25 (*Events of Default*) of the Credit Agreement,

"Existing Documents" means the Security and guarantees granted by the Obligors in favour of Bank of Scotland plc as more particularly described in the Deed of Confirmation,

"Existing Hedging Arrangements" means the interest rate swaps in place between the Borrower and the Lender and between the Borrower and the Royal Bank of Scotland Plc as at the date of the Credit Agreement,

"Finance Documents" means

- (A) the Credit Agreement,
- (B) the Security Documents,
- (C) the Deed of Subordination,
- (D) any Hedge Document,
- (E) each Duty of Care Agreement,
- (F) the Deed of Confirmation,
- (G) the Aircraft Finance Documents,
- (H) each Utilisation Request,
- (I) any Overdraft Document,
- (J) the Existing Documents,
- (K) the Logie Green Documents, or
- (L) any other document designated as such by the Lender and an Obligor,

"General Account" means each account referred to in clause 22 1 1 (*Bank Accounts*) of the Credit Agreement and includes any replacement account or sub-division of

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Please give the short particulars of the property mortgaged or charged

Short particulars

those accounts,

"Group" means the Parent and its Subsidiaries from time to time,

"Guarantor" means each Original Guarantor and each Additional Guarantor,

"Hedge Document" means any document (in form and substance satisfactory to the Lender) evidencing in whole or in part a Hedging Arrangement with the Lender,

"Hedging Arrangement" means any interest or currency swap, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same or any other transaction entered into in connection with the protection against or benefit from a fluctuation in interest or currency rates (including the Existing Hedging Arrangements)

"Insurance Policies" means all present and future contracts or policies of insurance (including life policies) in which any Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise),

"Insurance Proceeds" means all monies from time to time payable to any Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums,

"Intellectual Property Rights" means

- (A) all of the property specified in part 2 of schedule 2 (*Intellectual Property*) of the Debenture (if any), and
- (B) all other patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, database rights, domain names, computer software, know how, trade secrets, inventions and other intellectual property rights and interests (which may now or in the future exist), whether registered or unregistered, and the benefit of all applications and the rights to use such assets (which may now or in the future exist) and all Related Property Rights,

"Investments" means all of each Chargor's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Investment Rights whether the same are held directly by or to the order of any Chargor or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system (including Euroclear UK & Ireland Limited for the London Stock Exchange plc and the Central Gilts Office Service for transactions in gilt edged stocks and any nominees thereof) or custodian on behalf of any Chargor or whether the same have been delivered to or to the order of the Lender or its nominee including all Related Investment Rights, all Related Property Rights and all rights against any such trustee, fiduciary, clearance

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	system or other person holding such to the order of any Chargor, "Joint Venture Document" means the joint venture documents referred to in the list delivered to the Lender pursuant to paragraph 4 13 of schedule 2 (<i>Conditions precedent</i>) of the Credit Agreement, "Lease Document" means any Occupational Lease or Agreement for Lease, "Logie Green" means Logie Green Developments Limited, company registered in Scotland with company number SC324079, "Logie Green Documents" means (A) the Logie Green Floating Charge, (B) the Logie Green Guarantee, (C) the Logie Green Intercreditor, and (D) the Logie Green Standard Security, "Logie Green First Charge Documents" means (A) the Logie Green First Floating Charge, (B) the Logie Green First Standard Security, (C) the Logie Green Personal Bond, (D) the Logie Green Rent Account Charge, and (E) the Logie Green Share Pledge, "Logie Green First Floating Charge" means the floating charge granted by Logie Green in favour of Barclays dated 14 December 2010 over the whole of the property and assets of Logie Green, "Logie Green First Standard Security" means the standard security granted by Logie Green in favour of Barclays created on 20 December 2010, "Logie Green Floating Charge" means a floating charge granted or to be granted by Logie Green in favour of the Lender, "Logie Green Guarantee" means a guarantee made by Logie Green in favour of the Lender, "Logie Green Intercreditor" means an intercreditor agreement between (1) Logie Green, (2) the Lender and (3) Barclays Bank PLC, "Logie Green Personal Bond" means a personal bond by Logie Green in favour of	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Barclays dated on or around 17 December 2010,

"Logie Green Rent Account Charge" means a charge over bank account between Logie Green and Barclays dated 17 December 2010,

"Logie Green Share Pledge" means the share pledge granted by the Borrower in favour of Barclays in respect of the Borrower's shares in Logie Green dated on or around 17 December 2010,

"Logie Green Standard Security" means a standard security granted or to be granted by Logie Green in favour of the Lender,

"Managing Agent" means any managing agent of a Property appointed in accordance with clause 23 6 (*Managing Agent*) of the Credit Agreement,

"New Property" means any estate in any freehold, heritable or leasehold property acquired by any Obligor in accordance with clause 21 23 (*Acquisitions and New Property*) of the Credit Agreement,

"Obligors" means the Borrower or a Guarantor,

"Occupational Lease" means any occupational lease or licence or other right of occupation to which the Real Property may be subject from time to time,

"Original Guarantors" means Watkin Jones Group Ltd, Watkin Jones Holdings Ltd, Watkin Jones & Son Ltd, Amber 9 Ltd, Anderson Wharf Student Ltd, Baybreeze Ltd, Brabco 723 Limited, Broadsale Ltd, Chooseplain Limited, Coralblend Ltd, Dizzy 9 Ltd, D R Student Ltd, Earlyscoop Ltd, Extraneat Ltd, Fairleague Ltd, Fineflair Ltd, Fresh Management (Portsmouth) Limited, Goldcharm Ltd, Gorse Stacks Development Ltd, Heol Santes Helen Ltd, LNE (Kingston) Ltd, Logie Green General Partner 1 Limited, Logie Green General Partner 2 Limited, Manana Manana Ltd, Marblelodge Limited, Megaleague Ltd, Megascheme Limited, Newcastle Student Ltd, Nicelook Ltd, Oatengrove Limited, Oxford Student Ltd, Pureluck Limited, Ruby 99 Ltd, Saxenhenge Ltd, Scarlet P Ltd, Stylegood Ltd, Sugarhouse Close Student Limited, Superscheme Ltd, Supertry Ltd, Swiftmatch Ltd, Tableward Ltd, Top Laser Ltd, Urbancloud Ltd, Watkin Jones AM Ltd, Watkin Jones (Bradford 1) Limited, Watkin Jones Ground Rents Limited, Watkin Jones (Leicester 1) Limited, Watkin Jones (Salford 1) Limited, Watkin Jones (Sheffield 1) Ltd, Whitechapel Student Ltd, Wisedeed Ltd and WJ Hafod Elfyn Limited,

"Overdraft Document" means each document relating to or evidencing the terms of a facility forming a part of the Overdraft Facility,

"Overdraft Facility" means the ancillary facility or facilities made available by the Lender in accordance with clause 6 (*Overdraft Facility*) of the Credit Agreement,

"Overnight Deposit Account" means the account referred to in clause 22 1 3 (*Bank Accounts*) of the Credit Agreement and includes any replacement account or sub-division of that account,

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	"Parent" means Watkin Jones Group Limited, a company registered in England and Wales with company number 04084303, "Properties" means (A) Freehold land known as land and buildings on the East Side of Wincolmllee, Kingston Upon Hull (Title Number HS184768), (B) Freehold land known as Belmont Wharf, Wincolmllee, Hull HU2 8AH (Title Number HS201080), (C) Freehold land known as land and buildings at Wincolmllee, Kingston upon Hull (Title Number HS245309), (D) Freehold land known as land and buildings on the East Side of Wincolmllee, Kingston Upon Hull (Title Number HS271190), (E) Freehold land known as land and buildings on the West Side of Wincolmllee, Kingston Upon Hull (Title Number HS309082), (F) Leasehold land known as land and buildings on the south east side of Colne, Huddersfield (Title Number WYK420585), (G) Leasehold land known as land and buildings on the east side of King's Bridge Road, Huddersfield (Title Number WYK243698), (H) Leasehold land known as land adjoining Chester City Transport Depot, Station Road, Chester, CH1 3AD (Title Number CH573227), (I) Leasehold land known as land adjoining Chester City Transport Depot, Station Road, Chester CH1 3AD (Title Number CH573344), (J) Freehold land known as St Barnabas Church, Sibell Street, Chester (Title Number CH321278) (K) Freehold land known as Builder Centre, Brook Street, Derby, DE1 3PG (Title Number DY143792), (L) Freehold land known as Riverside Studios, Maple Street, Huddersfield (Title Number WYK529914), (M) Freehold land known as 13-17 and part of 8-12 Somerset Crescent, Huddersfield, HD5 9AT (Title Number WYK834048), (N) Freehold land known as land and buildings on the south east side of All Saints Road and on the north west side of Alexander Street, Leicester (Title Number LT89459), (O) Freehold land known as Units 1, 2 and 3 Alexander Street, Leicester LE3 5DU (Title Number LT258042),	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (P) Freehold land known as land and buildings on the south east side of All Saints Road, Leicester (Title Number LT87727),
- (Q) Freehold land known as land at 50 All Saints Road, Leicester LE3 5AB (Title Number LT378964),
- (R) Freehold land known as Lion Garage, Jarvis Street, Leicester LE3 5BN (Title Number LT237089),
- (S) Freehold land known as 57 Bath Lane, Leicester LE3 5BF (Title Number LT166360),
- (T) Freehold land known as land on the north west side of Ruding Street, Leicester LE3 5BX (Title Number LT269485),
- (U) Freehold land known as land and buildings on the east side of Sarah Street, Leicester (Title Number LT211441),
- (V) Leasehold land known as land on the south side of Delamere Street, Chester (Title Number CH565720),
- (W) Freehold land known as land and buildings on the South Side of St Helen's Road (Title Number WA504511),
- (X) All and whole those subjects at 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31 and 33 Logie Green Road, Edinburgh and 9-22 and 25 and 26 Beaverbank Place, Edinburgh (MID 100122 and MID 100115),
- (Y) Freehold land known as 70/73 Moland Street, Aston, Birmingham B4 7EY (Title Number WM400192),
- (Z) Freehold land known as land on the west side of Moland Street, Aston, Birmingham B4 7EY (Title Number WM408073),
- (AA) Freehold land known as 74/76 Moland Street, Aston, Birmingham B4 7EY (Title Number WM391226),
- (BB) Freehold land known as 69 Moland Street, Aston, Birmingham, B4 7EY (Title Number WM911029),
- (CC) Freehold land known as land on the east side on New Cut Road, Swansea (Title Number CYM513274),
- (DD) Leasehold land known as 2 to 8 Morfa Road (Title Number CYM513277),
- (EE) Freehold land known as land at the side of Garth Service Station, Beach Road, Bangor LL57 1AB (Title Number CYM211450),
- (FF) Freehold land known as Dickie's Boat Yard, Garth Road, Garth, Bangor (Title Number CYM357942),

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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

- (GG) Freehold land known as land on the north east side of Aston Street, Queensway (Title Number WM649715),
- (HH) Freehold land known as land and buildings on the south side of Beach Road, Bangor (Title Number CYM271038),
- (II) Freehold land known as land on the north west of Rhos Road, Capel Y Graig, Bangor (Title Number CYM75352),
- (JJ) Freehold land known as Land adjoining Cae Serri, South Stack Road, Hollyhead LL65 1LF (Title Number CYM44173),
- (KK) Freehold land known as land and buildings on the north east side of Dean Street, Bangor (Title Number CYM79550),
- (LL) Freehold land known as land at Dol Beuno, Bontnewydd, Caernarfon LL55 2UD (Title Number WA637524),
- (MM) Freehold land known as land lying to the north west of Market Street and on the south of Manchester Road, Droylsden, Manchester (Title Number MAN98995),
- (NN) Leasehold land known as St John House, Egerton Road, Manchester, M14 6XX (Title Number MAN53541),
- (OO) Freehold land known as land at Gallt y Sil, Caernarfon (Title Number CYM455797),
- (PP) Freehold land known as land at Gallt y Sil, Caernarfon (Title Number CYM503350),
- (QQ) Freehold land known as site of Gallt y Sil hospital, Caernarfon (Title Number WA498242),
- (RR) Freehold land known as Gallt y Sil, Caernarfon (Title Number CYM47752),
- (SS) The part of the freehold land (known as land and buildings on the south-east side of Penrhos Road, Bangor) edged red on the Land Registry title plan but excluding the land edged yellow (Title Number CYM515002 (part only)),
- (TT) Freehold land known as land at Bryn Adda, Penrhos Road, Bangor LL57 1NW (Title Number WA910313),
- (UU) Freehold land known as land lying to the south west side of Caeathro Bach, Caeathro, Caernarfon (Title Number CYM324459),
- (VV) Freehold land known as land adjoining the Old Vicarage, Llanddaniel, Gaerwen (Title Number CYM291505),
- (WW) Freehold land known as land on the north side of Penmynydd Road,

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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

- Llangefni (Title Number CYM218013),
- (XX) Freehold land known as land at Llanafawr Newydd Llangefni (Title Number CYM219799),
- (YY) Freehold land known as land on north side of Lon Towyn Capel, Trearddur Bay (Title Number WA520068),
- (ZZ) Freehold land known as the Rise, Trearddur Bay, LL65 2UY (Title Number. CYM336147),
- (AAA) Freehold land known as land and buildings lying to the south of Manchester Road, Woolston (Title Number CH135140),
- (BBB) Freehold land known as Unit A, Charles Street, Chester (Title Number CH371281),
- (CCC) Leasehold land known as 291 to 295 (odd numbers), Corporation Street (B4 7DP) (Title Number WK191411),
- (DDD) Freehold land known as Edwards Cheshire, Navigation Street, Warrington, WA1 2DH (Title Number CH351508),
- (EEE) Freehold land known as land at Navigation Street, Warrington (Title Number CH500130),
- (FFF) Freehold land known as land on the east side of Halkyn Road, Holywell (Title Number CYM150690),
- (GGG) Freehold land known as land on the west side of Stepney Street, Sheffield (Title Number SYK419673),
- (HHH) Freehold land known as 5 Stepney Street, Sheffield, S2 5TD (Title Number SYK220249),
- (III) Freehold land known as land on the west side of Stepney Street, Sheffield (Title Number SYK282814),
- (JJJ) Freehold land known as 9 and 11 Stepney Street, Sheffield (Title Number YWE70867),
- (KKK) Freehold land known as land at Summerhill, Wrexham (Title Number: CYM101694),
- (LLL) Freehold land known as land lying to the south of Tan Capel, Llangefni (Title Number CYM81534),
- (MMM) Freehold land known as land lying to the south side of Tan Capel, Llangefni (Title Number CYM18497),
- (NNN) Freehold land known as the Oaks, Trevor, Wrexham, LL20 7TX (Title

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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

Number CYM179880),

- (OOO) Freehold land known as Victoria Buildings, Plas Llwyd Terrace, Bangor LL57 1UB (Title Number CYM112886),
- (PPP) Freehold land known as land on the north side of Penrhos Beach Road, Holyhead (Title Number CYM345721),
- (QQQ) Freehold land known as development land at Port Dinorwic, Yacht Harbour (Title Number WA919561),
- (RRR) Freehold land known as land at Upper Allen Street, Sheffield S3 7GW (Title Number SYK517601), and
- (SSS) Freehold land known as land and buildings on the north side of Broad Street, Sheffield (Title Number SYK137372),

"Real Property" means

- (A) The Properties (excluding the Property listed at (X) of the definition of Properties) and including
 - (1) Freehold land known as 11 Tyddyn Isaf, Menai Bridge, LL59 5DA (Title Number WA643188),
 - (2) Freehold land known as land and buildings on the east side of Glanhwfa Road, Llangefni (Title Number CYM11500),
 - (3) Freehold land known as land and building on the east and west side of the road from Rhydwen to Llanfaethlu, Rhydwen (Title Number WA443280),
 - (4) Freehold land known as land on the north side of Heol Esgob, St Asaph (Title Number CYM68925),
 - (5) Freehold land known as land and buildings lying to the south of Hawkesbury Road, Buckley (Title Number CYM78387),
 - (6) Freehold land known as land forming part of Cildwrn Depot, Cildwrn Road, Llangefni (Title Number CYM98896),
 - (7) Freehold land known as the Timber Yard, Turkey Shore Road, Holyhead, LL65 2DF (Title Number CYM194552),
 - (8) Leasehold land known as Hangar 4, Caernarfon Airfield, Llandwrog, Caernarfon (Title Number CYM514568),
 - (9) Leasehold land known as land on the south-west side of Leighton Street, Preston (Title Number LA874204),
 - (10) Freehold land known as land lying to the South West of Ffordd Nant,

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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	Llangefni (Title Number WA622477), (11) Freehold land known as Site 6, Bryn Cadno, Colwyn Heights (Title Number WA658075), (12) Leasehold land known as land at Ty Mawr, Nantlle (Title Number WA668349), (13) Freehold land known as land lying to the south of Ffordd Llanbeblig (Title Number WA732871), (14) Freehold land known as Druid Hospital, Llangefni (Title Number WA841528), (15) Freehold land known as 9 Tyddyn Isaf, Menai Bridge, LL59 5 DA (Title Number WA850036), (16) Freehold land known as land on the south side of Gorad Road, Bangor (Title Number WA850593), (17) Freehold land known as land on the south side of Church Street, Gwersyllt (Title Number WA717677), (18) Freehold land known as land on the north side of Derby Road, Caergwrle (Title Number WA732094), (19) Freehold land known as land at Chapelfield, Degawny (Title Number WA578344), (20) Leasehold land known as the Towers, 5 Trinity Square, Llandudno, LL30 2PY (Title Number WA869355), (21) Freehold land known as land at Port Dinorwic Yacht Harbour, LL56 4PE (Title Number WA850591), (22) Freehold land known as land on the west side of the A497, Efailnewydd, Pwllheli (Title Number WA498256), (23) Freehold land known as Oakleigh, Afoneitha Road, Penycae, Wrexham (Title Number WA717915), (24) Freehold land known as land lying to the North of Craig Ddu, Amlwch (Title Number WA922629), (25) Freehold land known as land on the south side of Grane Road, Haslingden (Title Number LA797320), (26) Freehold land known as land lying to the north of Marl Lane, Deganwy, Llandudno (Title Number WA890039), (27) Freehold land known as land on the north side of Well Street, Malpas

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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

(Title Number CH389698),

(28) Freehold land known as land lying to the North East side of South Stack Road, Holyhead (Title Number WA461360),

(29) Freehold land known as land at Millbank Farm, Llandegfan, Anglesey, LL59 5YH (Title Number CYM104807),

(30) Freehold land known as land lying to the north of Cildwrn Road, Llangefni (Title Number CYM15382),

(31) Freehold land known as land fronting High Street, Bryngwran, Holyhead (Title Number CYM210789),

(32) Freehold land known as Yr Aber, Holywell, CH8 7RN (Title Number WA718683),

(33) Freehold land known as land on the south side of Wrexham Road, Rhostyllen, Wrexham (Title Number WA834768),

(34) Freehold land known as land at Upper Allen Street, Sheffield S3 7GW (Title Number SYK517601),

(35) Freehold land known as land and buildings on the north side of Broad Street, Sheffield (Title Number SYK137372), and

(36) The part of the Freehold land (known as land lying to the west of Ffordd Penrhos, Bangor) (Title Number WA633048 (part only)),

(B) all freehold and leasehold property or immovable property of the Chargors situate in England and Wales (other than the property referred to in paragraph (A)) above,

(C) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (A) and (B) above, and

(D) the Related Property Rights

"Receiver" means any person appointed by the Lender to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by the Debenture,

"Related Investment Rights" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any Investment and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Investments,

"Related Property Rights" means, where used in relation to a particular property,

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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	asset (or class of assets) or right, the following (A) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein), (B) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right, and (C) all rights under any Occupational Lease or agreement for lease, sale or use in respect of such property or asset, "Rental Income" means the aggregate of all amounts payable to or for the benefit or account of any Obligor or other member of the Group in connection with the letting, use or occupation of a Property or any part thereof, including each of the following amounts so payable (A) rent and licence fees (and any amount equivalent thereto) payable whether it is variable or not and however or wherever it is described, reserved or made payable, (B) any increase of rent payable by virtue of an offer falling within the proviso of section 3(1) of the Landlord and Tenant Act 1927, (C) any rent payable by virtue of a determination made by the Court under section 24(A) of the Landlord and Tenant Act 1954, (D) any sum received from any deposit held as security for performance of any tenant's obligations (excluding any sum which is payable to that tenant), (E) any other moneys payable in respect of occupation and/or usage of a Property and every fixture and fitting therein and every fixture thereon for display or advertisement, on licence or otherwise, (F) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same, (G) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the relevant Obligor from any party) in furtherance of such proceedings so taken or claim so made, (H) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon, (I) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Lease Document or	

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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

occupancy agreement,

(J) any sum payable by any guarantor of any occupational tenant under any Lease Document,

(K) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same, and

(L) any amount in respect of or which represents VAT payable on any of the items listed in paragraphs (A)-(K) above,

"Sales Proceeds Account" means the account referred to in clause 22 1 2 (*Bank Accounts*) of the Credit Agreement and includes any replacement account or sub-division of that account,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Documents" means each Debenture and any further legal or other charge or other security or assurance granted to the Lender in respect of the obligations of the Borrower or any other Obligor,

"Subordinated Creditor" has the meaning given to it in the Deed of Subordination,

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and for the purpose of determining if an entity is a subsidiary within that section, the existence of any security over any shares in an entity which would otherwise be a subsidiary shall be ignored,

"Subordinated Debt" means any loans or credit provided to the Obligors by the Subordinated Creditors which loans or credit is subordinated in accordance with the Deed of Subordination,

"Transaction Document" means

(A) a Finance Document,

(B) a Managing Agent Agreement,

(C) any document evidencing or under which Subordinated Debt is made available,

(D) a Lease Document,

(E) a Logie Green First Charge Document,

(F) a Development Document,

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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

- (G) a Joint Venture Document,
- (H) an Acquisition Document, and
- (I) any other document designated as such by the Lender and an Obligor,

"Utilisation Request" means a notice substantially in the form set out in schedule 3
(*Utilisation Request*) to the Credit Agreement



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. 95**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 JUNE 2012
AND CREATED BY WATKIN JONES & SON LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY OR ANY OTHER OBLIGOR TO BANK OF SCOTLAND
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 26
JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JUNE 2012

OX



Companies House
— to the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES