

MG01

Particulars of a mortgage or charge

220377/13



iris
LASERFORM

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

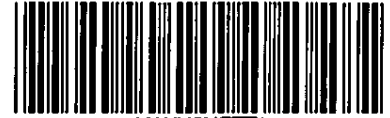
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



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.

TUESDAY



AWH0YFTT

A24

15/12/2009

164

COMPANIES HOUSE

1

Company details

Company number 4 2 9 3 1 4 7

Company name in full Welsh Industrial Partnership (GP) Limited

26 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 d7 m1 m1 y2 y0 y0 y9

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 ("the Debenture")

4

Amount secured

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

Amount secured All the Company's liabilities to the the Royal Bank of Scotland plc ("the Bank") of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) (including without limitation arising pursuant to the Loan Agreement and/or the Hedging Agreements) together with Interest and Expenses.

The expression "Loan Agreement" means a Loan Agreement dated 3 November 2008 made between the Bank (1) and the Company (2) as from time to time amended or varied

Continued:

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	The Royal Bank of Scotland Plc	
Address	36 St Andrew Square	
	Edinburgh	
Postcode	E H 2 2 Y B	
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>Firstly: By way of legal mortgage all the freehold and leasehold property now vested in the Company being the Registered Land</p> <p>Secondly: By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1 of the Debenture</p> <p>Thirdly: By way of fixed charge all the plant machinery and fixtures and fittings of the Company present and future</p> <p>Fourthly: By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business</p> <p>Fifthly: By way of fixed charge all the goodwill and uncalled capital of the Company present and future</p> <p>Sixthly: By way of fixed charge all stocks shares and other securities of the Company present and future</p> <p>Seventhly: By way of fixed charge all intellectual property rights choses in action and claims of the Company present and future and the proceeds of any insurance from time to time affecting the Charged Assets</p> <p>Eighthly: By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party</p> <p>Continued: (</p>	

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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

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 

X

15/12/09

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 Jonathan Richards

Company name Martineau

Address

Post town

County/Region

Postcode

B

4

6

A

A

Country

DX 721090 Birmingham 43

Telephone 0870 763 1597



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

The expression "Hedging Agreement" means all interest rate management agreements entered or to be entered into between the Company and the Bank or any RBS Company (as defined in the Loan Agreement)

The expression "Interest" means Interest at the rate(s) charged to the Company by the Bank from time to time

The expression "Expenses" means all expenses (on a full indemnity basis) properly incurred by the Bank or any Receiver at any time in connection with the preservation of the Property or enforcement of the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are paid

The expression "Company" means the Welsh Industrial Partnership (GP) Limited (Co.Reg No 4293147) whose registered office is at 3 Princess Way, Redhill, Surrey RH1 1NP

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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

Ninthly: By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Debenture

Tenthly: By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Debenture

Eleventhly: By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed

The Company will not without the previous written consent of the Bank:-

(a) create or permit to arise any mortgage charge or lien on the Charged Assets other than a Permitted Encumbrance

(b) dispose of the Charged Assets charged by Clauses 1.1 to 1.10 of the Debenture inclusive

(c) deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business or by an assignment at market value of any relating to a freehold or leasehold property upon a sale of that property and in particular the Company will not realise its book debts by means of block discounting factoring or the like

(d) dispose of the Charged Assets charged by Clause 1.1 of the Debenture other than in the ordinary course of business

The Company will not without the previous written consent of the Bank (such consent not to be unreasonably withheld) grant or accept a surrender of any lease or licence or part with or share possession or occupation of its freehold and leasehold property or any part of it save that so long as an Enforcement Event is not subsisting such consent shall be deemed to be given in the case of a lease to a tenant who satisfies the Tenant Selection Criteria (as that expression is defined in the Partnership Agreement) and for the benefit of any tenant or prospective tenant or anyone claiming under it the Bank shall confirm its consent in writing in such form as the Company shall reasonably require

The expression "Charged Assets" means the whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Debenture

Continued:

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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

The expression "Enforcement Event" means failure by the Company to discharge the Company's obligations on the due date or dates for discharge and the expiration of any applicable period of grace and which failure is unremedied at the relevant time

The expression "Partnership Agreement" is as defined in the Loan Agreement

The expression "Tenant Selection Criteria" is as defined in the Partnership Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4293147
CHARGE NO. 26

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27
NOVEMBER 2009 AND CREATED BY WELSH INDUSTRIAL
PARTNERSHIP (GP) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL
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 15 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER
2009

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES