

MG01

Particulars of a mortgage or charge

045537/13

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
form MG01s

SATURDAY



AK2XTWN5

A15

13/08/2011

205

COMPANIES HOUSE

1 Company details

Company number 3 2 0 0 6 5 9

Company name in full Mann Properties Limited

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 1 1 0 8 2 0 1 1

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 Legal and General Charge

4 Amount secured

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

Amount secured

All and any part of the money and liabilities becoming due to any Group Member
from the Mortgagor whether on the Mortgagor's own account or jointly with any
other person, whenever and however incurred, whether now or in the future,
including all interest, costs, charges and expenses payable by the Mortgagor
including, but not limited to -
(a) overdrafts, personal and other loans or facilities and further advances of money
(b) guarantees and indemnities and any of the Mortgagor's other contingent
liabilities
(c) discount, commission and other lawful charges and expenses
(d) interest on any money and liabilities due from the Mortgagor at the Interest Rate
Interest as above applies before and after any demand or judgment
(e) money agreed to be paid by the Mortgagor in accordance with the Conditions
and in particular all fees, expenses, liabilities and legal and other costs in or
incidental to -
(a) any breach or failure by the Mortgagor to comply with any Condition
(b) the preparation, completion, registration, administration, protection and
enforcement (including the costs of any proceedings) of the Security and
(c) the exercise of Santander's rights and powers under the Security, ("the Secured
Liabilities")

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	Santander Uk Plc									
Address	Floor 3 64-66 St Ann's Road									
	Harrow									
Postcode	H	A	1		1	B	R			
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 With full title guarantee by way of legal mortgage <u>11-13 Babington Lane, Derby</u> registered at the Land Registry under title number DY390033 and DY390064 ("the Property") and any Other Property now vested in the Mortgagor</p> <p>2 By way of fixed charge</p> <ul style="list-style-type: none"> a Other Property at any time vested in the Mortgagor, b all <u>uncalled capital</u> for the time being and all Intellectual Property Rights and all other freehold and leasehold property now or in the future in which the Mortgagor has or acquires any legal or beneficial interest, c any legal or beneficial interest which the Mortgagor has (whether now or in the future) in all and any Securities, d Stock in Trade and Plant of the Mortgagor so far as it is not charged in 1 and 2 (a) to (d) above, e all Land Interests of the Mortgagor not effectively charged by 1, 2 (a) to (d) above and 3 below, f Book Debts of the Mortgagor, g Any Derivative made between the Mortgagor and any Group Member <p>3 By way of assignment (subject to redemption) all the Related Rights</p> <p>4 By way of floating charge all the Mortgagor's Undertaking including any immovable property and any Assets falling within any of the types mentioned in 1-3 above situate in Scotland not hereinbefore effectively charge by way of fixed charge</p> <p>NB The Charge contains a restriction whereby the Mortgage must procure that any debentures, mortgages or charges created by the Mortgagor after the date of the Charge which affects the assets charged by the Charge, must be expressed to be subject to the Charge</p>
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Particulars of a mortgage or charge

4	Amount secured	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>In this Form MG01 the following words and expressions shall have the following meanings -</p> <p>"Book Debts" book and other debts now and from time to time due or owing to the Mortgagor and whether presently payable or in the future falling due for payment (including bank deposits and credit balances, standing to the account of the Mortgagor with the Group or any other bank or financial institution or organisation) and all the Mortgagor's rights and claims against third parties now or in the future existing and capable of being satisfied by the payment of money</p> <p>"Conditions" the Conditions in each section of the Group Standard Security Conditions Booklet 2008 Edition</p> <p>"Derivative" any option, forward, swap or other derivative transaction between the Mortgagor and any Group Member</p> <p>"Facility" any loan financial accommodation or facility which is secured by the Security</p> <p>"Group Member" Santander UK plc and each Subsidiary and Parent of Santander UK plc from time to time</p> <p>"Intellectual Property Rights" all current and future patents, patent applications, inventions, trademarks, trade names, registered designs, copyrights, know how and other intellectual property rights and all licences and ancillary rights, benefits, royalties and other income deriving from these rights</p> <p>"Interest Rate" the rate (s) of interest stated in any Facility as it applies to all or any part of the Secured Liabilities. If no rate of interest is otherwise stated to apply to all or any part of the Secured Liabilities, the Interest Rate for that part of the Secured Liabilities is 3% over LIBOR</p> <p>"Land Interests" (a) all interests now and in future belonging to the Mortgagor in or over land or its proceeds for sale, (b) all licences now or in the future held by the Mortgagor to enter upon or use land, (c) the benefit of all other agreements including any easements, restrictive covenants or other rights relating to land to which the Mortgagor is or may become party or otherwise entitled, (d) all trade and tenants fixtures plant and machinery now or in future annexed for whatever purpose to Real Property</p> <p>"LIBOR" on any day the rate at which sterling deposits are offered for a three Month period by prime banks in the London inter-bank market at 11am. The rate is (a) the rate which appears on the display designated as the British Bankers Association's Interest Settlement Rate on the Reuters service or such other page or service as may replace it or (b) if no such display rate is then available, the mean of the rates notified by each Reference Bank</p> <p>"Month" calendar month</p> <p>"Other Property" the whole and any part of or interest in any freehold or leasehold property including any beneficial interest in it or in its sale proceeds, now or in the future vested in belonging to or charged to the Mortgagor, together with all buildings fixtures fittings and all moveable plant machinery implements utensils furniture and equipment from time to time placed on or used in or about such property, as well as any Related Rights</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Real Property" all and any part of the Property and Other Property which is or becomes the subject of the Security</p> <p>"Reference Bank" Barclays Bank Plc and National Westminster Bank Plc or such other United Kingdom bank(s) as Santander may from time to time determine</p> <p>"Related Rights" (a) sums which (under any statute or law or contract and whether as of right or ex gratia or otherwise) may be or may become payable in respect of Real Property or any damage or injury to it or depreciation to it and the benefit of any other obligation security right or indemnity affecting or concerning Real Property, (b) all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to Real Property, (c) any shares or membership rights mentioned in Condition 25, (d) any goodwill of any business from time to time carried on at Real Property (e) any rental and other money payable under any lease, licence or other interest created in respect of Real Property, and (f) any other payments whatever in respect of Real Property, for example, payments from any insurance policy or any compensation money</p> <p>"Securities" stocks, shares and other securities of any kind including all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of the same whether by way of redemption, owners preference, option, dividend, interest or otherwise and all rights and interests of the Mortgagor in and claims under all policies of insurance and assurance now or in the future held by or enuring for the Mortgagor's benefit</p> <p>"Stock in Trade and Plant" all plant and machinery now or in the future belonging to the Mortgagor (excluding however plant and machinery for the time being forming part of the Mortgagor's stock in trade or work in progress) and all trade and other fixtures fixed plant and machinery and all chattels now or at any time hired or leased by the Mortgagor to any other person together in each case with the benefit of the related hiring or leasing contract and any guarantee indemnity or other security for the performance of the obligations of any person under such contract</p> <p>"Subsidiary Holding Company" a subsidiary company or holding company (as the case may be) as defined by Section 1162 of the Companies Act 2006</p>	

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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

For Santander UK Plc

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 Jon Austin

Company name Higgs & Sons

Address 3 Waterfront Business Park

Post town Brierley Hill

County/Region West Midlands

Postcode D Y 5 1 L X

Country England

DX 744590 Brierley Hill 5

Telephone 0845 111 5050

✓ 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

i 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. 3200659
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL AND GENERAL CHARGE
DATED 11 AUGUST 2011 AND CREATED BY MANN PROPERTIES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY GROUP MEMBER 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 13 AUGUST
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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