

MG01

Particulars of a mortgage or charge

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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 company. To do this, please use form MG01s.

THURSDAY



A6ZEOF3Z

A22

19/11/2009

6

COMPANIES HOUSE

For official use

1

Company details

Company number

0 3 8 8 3 2 2 7

Company name in full

ASPEN PROPERTY SERVICES LIMITED

(the "MORTGAGOR")

→ 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

05 11 2009

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

Third Party Legal Charge over the property known as The Old Grange, Risborough Road, Great Kimble HP17 0XS in respect of the obligations of the Principal Debtor dated 5 November 2009 and made between (1) the Mortgagor; and (2) Alliance & Leicester Commercial Bank plc as security trustee for each Group Member (the "Legal Charge")

4

Amount secured

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

Amount secured

See continuation sheet

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 Alliance & Leicester Commercial Bank plc (the "Bank") (as security trustee)

Address 2 Triton Square, Regent's Place, London

Postcode N W 1 3 A N

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 See continuation sheets

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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

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 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

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

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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 Rebecca Newson

Company name Shoosmiths

Address Apex Plaza

Forbury Road

Post town Reading

County/Region

Postcode R G 1 1 S H

Country UK

DX DX117879 Reading (APEX PLAZA)

Telephone 08700 868800 RMN/189249.1



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

All monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Principal Debtor or the Mortgagor to the Group (or any Group Member) whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Principal Debtor's (and Mortgagor's) other liabilities whatever to the Group (or any Group Member) including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest and including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner of the relevant Group Member (as well after as before judgement and the right to such interest shall not merge in any judgement) (the "**Secured Liabilities**").

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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

Fixed Charge

- 1 The Mortgagor with Full Title Guarantee, as a continuing security for the payment or discharge by the Principal Debtor of all Secured Liabilities, has charged in favour of the Bank:
 - 1.1.1 by way of fixed charge by way of legal mortgage, all rights, title, estate and other interests of the Mortgagor in the Charged Property;
 - 1.1.2 by way of fixed charge:
 - (a) all benefits, claims and returns of premiums in respect of any Insurance; and
 - (b) in so far as the legal mortgage set out in clause 2.1.1 of the Legal Charge or the assignments as set out in clause 2.2 of the Legal Charge are, for any reason, ineffective as a legal mortgage or assignments (as the case may be), all of the assets, properties, revenues and rights of the Mortgagor referred to in those clauses.

Assignment

- 2 The Mortgagor with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities, has charged to the Bank by way of first priority assignment all of its rights, title, estate and other interests in and to:
 - 2.1 the Rental Income and the benefit to the Mortgagor of all other rights and claims to which the Mortgagor is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Mortgagor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Charged Property and all guarantors and sureties for the obligations of such persons;
 - 2.2 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Mortgagor in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Property and any other person, firm or company now or from time to time under the contract with or under a duty to the Mortgagor and the benefit of all sums recovered in any proceedings against all or any of such persons;
 - 2.3 the benefit of all Agreements for Lease, all the proceeds of any claim, award or judgement arising out of any Agreement for Lease and all sums paid or payable to the Mortgagor under or in respect of any Agreement for Lease; and
 - 2.4 the benefit of all covenants, agreements, rights and remedies relating to the Charged Property.

NEGATIVE PLEDGE

- 3 The Mortgagor shall not without the prior written consent of the Bank:
 - 3.1 create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part thereof; or
 - 3.2 sell, convey, assign, lease, sub-lease or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any of the Charged Property or assign or otherwise dispose of any monies payable to the Mortgagor in relation to the Charged Property.

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p>Please give the short particulars of the property mortgaged or charged.</p> <p>DEFINED TERMS</p> <p>"Affiliates" means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company;</p> <p>"Agreement for Lease" means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis);</p> <p>"Charge" means the Legal Charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of the Legal Charge;</p> <p>"Charged Property" means the property known as The Old Grange, Risborough Road, Great Kimble, HP17 0XS with title number BM 216340 and including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any Insurance and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof;</p> <p>"Encumbrance" means any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment;</p> <p>"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which any Group Member or any Receiver may charge or incur in relation to the Principal Debtor or the Charge and the preparation, negotiation and creation of the Charge and/or in relation to the Charged Property and/or breach of any provision of, and the protection, realisation or enforcement of, the Charge, in each case on a full indemnity basis;</p> <p>"Full Title Guarantee" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994;</p> <p>"Group" means the Bank and each of its Affiliates from time to time;</p> <p>"Group Member" means each member of the Group which is a party to the Security Trust Deed;</p> <p>"Holding Company" means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;</p> <p>"Insurance" means all contracts and policies of insurance of whatever nature in connection with the Charged Property which are, from time to time, taken out by or with authority or on behalf or for the benefit of the Mortgagor or (to the extent of such interest) in which the Mortgagor has an interest.</p> <p>"Principal Debtor" means GlobalMet Industries Limited, a company incorporated in England and Wales (company number 04948577) whose registered office is at 79 High Street, Eton, Windsor, Berkshire SL4 6AF;</p> <p>"Receiver" means an administrative receiver, receiver or receiver and manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise;</p> <p>"Rental Income" means the gross rents, licence fees and other monies receivable now or hereafter at any time by the Mortgagor in respect of or arising out of any lease of the Charged Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Charged Property or otherwise paid to or received by the Mortgagor in respect of the Charged Property;</p> <p>"Security Trust Deed" means the security trust deed dated 5 November 2009 between, among others, the Bank and Abbey National Treasury Services plc; and</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3883227
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY LEGAL CHARGE
DATED 5 NOVEMBER 2009 AND CREATED BY ASPEN
PROPERTY SERVICES LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE PRINCIPAL DEBTOR OR
THE COMPANY TO THE GROUP (OR 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 19 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 NOVEMBER
2009

D7
J-J.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES