

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 reg
particulars of a charge for a Sc
company To do this, please us
form MG01s

TUESDAY



A002NP0X

A32

13/12/2011

#199

COMPANIES HOUSE

1

Company details

Company number

0 5 6 3 9 2 9 0

Company name in full

Aston Scott Group plc

2

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

d3 d0 m1 m1 y2 y0 y1 y1

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

Security Debenture dated 30 November 2011 between the Company and the
Bank (as defined below) (the "Debenture")

4

Amount secured

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

Amount secured

Secured Money means all money, obligations and
liabilities of any nature whatsoever that may now
be, or might at any time in the future become or
remain, due, owing and payable, whether actually or
contingently, by the Company to the Bank on any
account or for any reason whatsoever and whether on
account of or by way of principal, interest, fees
commissions, charges, costs, expenses, indemnity
payments, losses, damages or otherwise and
irrespective of:

- a) the capacity (whether as principal, agent,
trustee, beneficiary, partner or otherwise)
of the Company or the Bank; and
- b) whether the Company is liable alone or
jointly and/or severally with any other
person

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 Macquarie Bank Limited

Address Ropemaker Place, 28 Ropemaker Street

London (the "Bank")

Postcode E C 2 Y 9 H D

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 pages.

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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 Not applicable

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

Matthews Stephen Jacques

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 Lisa Hirsowitz

Company name Mallesons Stephen Jaques

Address Third Floor

10 Old Broad Street

Post town London

Country/Region

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 020 7496 1700

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

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>SECURED PROPERTY</p> <p>The Secured Property is all of the property, rights and undertaking of the Company.</p> <ul style="list-style-type: none"> a) whether owned at present or acquired in the future: b) whether it is real or personal, c) whether it is tangible or intangible; d) wherever it is located, <p>including, without limitation, its uncalled and called but unpaid capital and share premiums</p> <p>References in the Debenture to the Secured Property include references to any part of it.</p> <p>(1) The charge created by the Debenture is a first fixed charge on all the Company's present and future interest in:</p> <ul style="list-style-type: none"> a) real property, fixtures, buildings, plant and machinery; b) uncalled and called but unpaid capital and share premiums; c) goodwill; d) patents, trademarks, copyrights, designs, trade secrets, confidential information and other intellectual property rights, e) all marketable securities, other securities, instruments (negotiable or otherwise) and documents of title at any time deposited with the Bank by the Company for any purpose, f) all book debts together with all books of account and other documents relating to the business transactions of the Company including without limitation, all records held by the Company in respect of management agreements under which the Company receives management fees in the course of the Company's business; g) all other personal property other than stock-in-trade, work-in-progress and goods acquired for disposal in the ordinary course of the Company's business, h) all computer and word processing software and hardware; i) any licence relating to the Company's business or activities or the ownership or use of any part of the Secured 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	<p>j) any debt or monetary obligation whether actual or contingent;</p> <p>k) securities, instruments (negotiable or otherwise) and instruments of any kind deposited by the Company with the Bank for any purpose.</p> <p>(2) The charge created by the Debenture is a first floating charge on all the Secured Property that is not subject to a fixed charge.</p> <p>(3) The Bank may at any time, by notice in writing to the Company, convert the floating charge referred to in clause 4(2) to a fixed charge in relation to any asset specified in the notice.</p> <p>(4) The Bank may at any time by notice in writing to the Company convert the charge created from a fixed charge into a floating charge in relation to any asset specified in the notice. Upon such notice being received by the Company, the charge created by this Debenture will immediately become and operate as a floating charge in relation to the specified asset or assets.</p> <p>(5) Where the charge created by the Debenture is floating (whether under the terms of the Debenture or at law), it does not automatically become fixed and the Bank may not give notice under clause 4(3) solely because the Company is subject to a moratorium under Schedule A1 of the Insolvency Act 1986 or any person does anything with a view to obtaining a moratorium</p> <p>(6) To the extent that the charge created by the Debenture is floating, it is a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to it.</p> <p>OTHER UNDERTAKINGS BY COMPANY</p> <p>(1) Other Securities over Secured Property</p> <p>The Company shall not create, attempt to create, or allow to be created or to exist without the Bank's prior written consent.</p> <p>a) any Security Interest in the Secured Property ranking in priority to or equally with the Debenture,</p> <p>b) any Security Interest in the Secured Property ranking after the Debenture, unless the recipient of that Security Interest enters into a priority agreement in a form satisfactory to the Bank.</p> <p>"Security Interest" includes an interest arising under a mortgage, charge, pledge or other encumbrance of any nature and an interest arising from the reservation of title, but does not include any statutory charge in favour of a governmental authority (provided there is no</p>	

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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

default in payment of moneys owing under that charge), or any lien arising by operation of law or equity in the ordinary course of the Company's business.

(2) Dealings with Secured Property

The Company shall:

- a) not without the prior written consent of the Bank, sell, assign, factor, discount, transfer, lease or otherwise dispose of, part with possession or deal with the Secured Property subject to a mortgage or a fixed charge under the Debenture;
- b) not do or allow any act, omission or thing which prejudicially affects the security created by the Debenture without the Bank's prior written consent;
- c) pay all rates, taxes, fees, rents, duties and charges in respect of the Secured Property and provide the Bank, on demand, with copies of all notices received and receipts for payment in relation to the charges referred to in this clause,
- d) perform all statutory, contractual and other obligations affecting the Secured Property including but not limited to, obligations under any lease, sub-lease or licence granted to the Company,
- e) maintain and protect the Secured Property, keep it in good order and condition, and in good and substantial repair and promptly carry out all work or repair every defect in the condition of the Secured Property that may be required by the Bank or any government or statutory authority;
- f) not without the prior written consent of the Bank pull down, alter, extend, remove any structure, building or other improvements, fixture or fittings, or make any structural alteration to any part of the Secured Property;
- g) give notice to the Bank within twenty-four hours after any damage, loss, theft, arrest, confiscation, seizure or other event which affect or might affect the rights of the Bank under the Debenture or involve any loss or reduction in value of the Secured Property;
- h) not grant any lease or sub-lease or tenancy in respect of any part of the Secured Property without the previous consent in writing of the Bank which consent shall not be unreasonably withheld;
- i) comply with all laws and all guidelines, directions, request or requirements of any government agency applicable to the Secured

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Please give the short particulars of the property mortgaged or charged

Short particulars

Property or the use, or enjoyment of, the Secured Property; and

j) not withdraw in whole or in part any deposit comprising or forming part of the Secured Property when it is subject to a fixed charge.

(3) Assurance

The Company must, at its own expense, whenever requested by the Bank, promptly do or cause to be done anything, including signing or delivering documents which the Bank considers necessary or desirable to.

a) give full effect to the Debenture; or

b) more fully secure the rights, remedies and powers of the Bank under the Debenture; or

c) perfect or complete any other securities given to the Bank

(4) Legal Proceedings

At the Bank's request, the Company shall take or defend, all legal proceedings as the Bank thinks advisable to protect the Secured Property and all sums payable or becoming payable under or in respect of the Secured Property.

(5) Documents of Title and other documents

The Company will deposit with the Bank all certificates, deposit books, receipts or other documents which the Bank considers evidences the Secured Property and the Company's title thereto and all other documents the Bank requests relating to the Secured Property.

(6) Accounts

The Company shall.

a) keep proper accounting records and financial statements;

b) give to the Bank promptly on request any financial or other information as the Bank may request.

(7) Postponement or Waiver of Encumbrances

The Company shall if required by the Bank cause

a) any Encumbrance over the Secured Property to be postponed and subject to the Debenture or to be discharged, released or

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Short particulars

terminated; and

- b) any obligation secured by such Encumbrance to be waived, released, paid or performed.

(8) Prohibition on Borrowing and Contingent Liability

The Company shall not without the prior written consent of the Bank:

- a) incur, undertake or enter into or obtain any further borrowing or financial accommodation whether secured or unsecured; or
- b) give any indemnity or guarantee or become surety for any obligation or liability.

(9) Insurance

The Company shall:

- a) insure all the Secured Property that is insurable and keep it insured in the names of the Company and the Bank for the full value of their respective rights and interests, for its full insurable value against risks nominated in writing by the Bank, but in the absence of such nomination, against loss, damage or destruction by fire, wind storm, malicious act, impact, tempest, explosion and all other risks that would usually be insured by a reasonably prudent person owning property similar to the Secured Property;
- b) ensure that all policies of insurance are issued by an insurer reasonably acceptable to the Bank;
- c) deposit with the Bank all insurance policies and certificates of insurance relating to the Secured Property;
- d) pay all insurance premiums in full and on time; and
- e) not do or permit to be done anything which may prejudicially affect such insurance.

The proceeds of any insurance policy over the Secured Property shall, if received by the Company or any person on its behalf, be held in trust for the Bank to be applied, at the option of the Bank, either towards satisfaction of the Secured Money or to repair, replace or reinstate any Secured Property

The Bank shall have the exclusive right to settle and compromise any claim under any policy of insurance over the Secured Property

(10) Land

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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	<p>If the Company acquires any land after the date of the Debenture, it agrees</p> <ul style="list-style-type: none"> a) to notify the Bank; b) if the land is registered land in England and Wales, to apply to H M. Land Registry to enter a notice and restriction in respect of the Debenture on the Register of Title of the land, and c) if the Bank asks, to give the Bank a charge by way of first legal mortgage of the land in a form acceptable to the Bank. <p>(11) The Bank may register any mortgage that the Company gives to it under this clause at the Company's expense.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5639290
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEBENTURE DATED 30
NOVEMBER 2011 AND CREATED BY ASTON SCOTT GROUP PLC
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO MACQUARIE BANK LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 13
DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES