

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

561145/26

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

You cannot use this form
particulars of a charge for
company. To do this, please
form MG01s

FRIDAY



A18

COMPANIES HOUSE

313

1

Company details

Company number

0 7 2 6 2 7 1 3 /

Company name in full

M54 Management Limited (the "Company")

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

d1 d4 m0 m6 y2 y0 y1 y0

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 dated 14 June 2010 between (1) the Company and (2) HSBC Bank
plc (the "Lender") (the "Debenture")

4

Amount secured

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

Amount secured

The amount secured under the Debenture is all
monies from time to time due or owing and all other
actual or contingent liabilities from time to time
incurred by the Company to the Lender (including
any under any Hedging Agreement) (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	HSBC Bank plc
Address	8 Canada Square, London
Postcode	E 1 4 5 H Q
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 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

None.

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 Insert Mascon UP 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 HK04 55165.07906 (23314034)

Company name Pinsent Masons LLP

Address 1 Park Row

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 5 A B

Country England

DX 26440 Leeds 28

Telephone 0113 244 5000



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>1. SECURITY</p> <p>1.1 Nature of security</p> <p>All Security and dispositions created or made by or pursuant to the Debenture are created or made in favour of the Lender with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the discharge of the Secured Liabilities</p> <p>1.2 Qualifying floating charge</p> <p>(a) Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture</p> <p>(b) Each floating charge created by the Debenture is a qualifying floating charge for the purposes of the Insolvency Act 1986</p> <p>2. FIXED SECURITY</p> <p>2.1 Fixed charges</p> <p>The Company has pursuant to the Debenture charged and agreed to charge all of its right, title and interest in and to the following assets at the date of the Debenture and thereafter which are at any time owned by the Company, or in which the Company from time to time has an interest</p> <p>(a) by way of first legal mortgage</p> <p>(i) the real property specified in schedule 1 (<i>The Property</i>) of the Debenture and defined below as the "Property", and</p> <p>(ii) all other real property (if any) at the date of the Debenture vested in, or charged to the Company (not charged by clause 4 1(a)(i) of the Debenture (paragraph 2 1(a)(i) above)),</p> <p>(b) by way of first fixed charge</p> <p>(i) all other real property and all interests in real property (not mortgaged by clause 4 1(a) of the Debenture (paragraph 2 1(a) above)),</p> <p>(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(iii) the proceeds of sale of all real property, and</p> <p>(iv) the benefit of any rental deposit given or charged to the Company by any occupier of any real property,</p> <p>(c) by way of first fixed charge (insofar as not mortgaged by clause 4 1(a) of the Debenture (paragraph 2 1(a) above) or charged by clause 4 1(b) of the Debenture (paragraph 2 1(b) above)) all present and future rents and other sums due to the Company under any Lease,</p> <p style="text-align: right;">HK04 55165 07906 23314210</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	<p>(d) by way of first fixed charge all plant and machinery (insofar as not mortgaged by clause 4 1(a) of the Debenture (paragraph 2 1(a) above) or charged by clause 4 1(b) of the Debenture (paragraph 2 1(b) above)) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(e) by way of first fixed charge all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) at the date of the Debenture or thereafter owned by the Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Company has an interest at any time, together with all dividends, distributions and other income paid or payable and all rights, monies or property accruing or offered at any time in relation to such assets whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>(f) by way of first fixed charge all the Company's accounts with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts,</p> <p>(g) by way of first fixed charge all the rights the Company has from time to time in respect of any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (whether registered or unregistered) and the benefit of all applications for and rights to use such assets,</p> <p>(h) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)</p> <p>(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the Company's business or the use of any of the Company's assets, and</p> <p>(ii) any letter of credit issued in the Company's favour and all bills of exchange and other negotiable instruments held by the Company,</p> <p>(i) by way of first fixed charge all of the Company's goodwill and uncalled capital</p>	
	2.2 Security assignments	
	<p>(a) The Company has pursuant to the Debenture assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its right, title and interest in and to</p> <p>(i) (to the extent not mortgaged or charged by clause 4 1 (<i>Fixed charges</i>) of the Debenture (paragraph 2 1 above)) all rents and other sums due to the Company under any Lease at the date of the Debenture and thereafter,</p> <p>(ii) each Hedging Agreement, all rights and remedies in connection with each Hedging Agreement and all proceeds and claims arising from them,</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

- (iii) all insurance policies, claims under those insurance policies and all proceeds of those claims under the insurance policies,
 - (iv) all book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by the Company or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) at the date of the Debenture or thereafter,
 - (v) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing, and
 - (vi) all proceeds of any of the foregoing not otherwise assigned under clause 4 2 of the Debenture (paragraph 2 2 above),
- at the date Debenture and thereafter
- (b) To the extent that any right referred to in clause 4 2(a) of the Debenture (paragraph 2 2(a) above) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all the Company's rights at the date of the Debenture and thereafter and claims to any proceeds of such rights

3. FLOATING CHARGE

The Company has pursuant to the Debenture charged and agreed to charge by way of first floating charge all of its

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4 1 of the Debenture (paragraph 2 1 above), clause 4 2 of the Debenture (paragraph 2 2 above) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland,

at the date of the Debenture and thereafter

4. GENERAL UNDERTAKINGS

Negative pledge

The Company has agreed pursuant to the Debenture that it shall not create or permit to subsist any Security Interest without the consent of the Lender

5. INDEMNITIES

The Company has pursuant to the Debenture agreed to fully indemnify the Lender and any Receiver (and in the case of legal costs and expenses on a solicitor and own client basis) on demand against all liabilities, losses, claims, actions, damages, costs and expenses incurred by, made or brought against the Lender or Receiver (or any manager or agent appointed by the Lender or Receiver)

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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>(a) as a result of the Company's failure to perform any of its obligations under the Debenture,</p> <p>(b) in the exercise (or purported exercise) of any of the powers or other rights conferred by the Debenture,</p> <p>(c) in respect of any costs, charges or expenses incurred in connection with clause 18 of the Debenture (<i>Currency conversion</i>),</p> <p>(d) in respect of the redemption of any prior Security Interest over any Security Asset under clause 21 of the Debenture (<i>Redemption of prior Security Interests</i>),</p> <p>(e) as a result of the Company's breach of any obligation or matter relating to the Property at the date of the Debenture or thereafter, or</p> <p>(f) in respect of any other matter or thing done or omitted relating to the Security Assets,</p> <p>together in each case with interest at the Interest Rate calculated on a daily basis from the date it is incurred or becomes payable to the Lender or the Receiver until the date of payment, whether before or after any judgment</p> <p>Definitions</p> <p>Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Company and the Lender for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities,</p> <p>Interest Rate means the rate of interest payable on any facility secured by the Security,</p> <p>Lease means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject together with any related guarantee or other security for the performance of the lessee's obligation,</p> <p>Property means the following properties -</p> <p>(a) Essington Quarry, Bognop Road, Essington (Administrative Area Birkenhead) (Title numbers SF385222, SF389610 and SF528526), and</p> <p>(b) Block C, Halesfield Business Park, Halesfield 8, Telford (Administrative Area Telford) (Title number SL32078)</p> <p>Receiver means an administrative receiver, a receiver and/or manager of any or all of the Company's assets appointed by the Lender under the Security,</p> <p>Security means the Security Interests created or intended to be created by or pursuant to the Debenture,</p> <p>Security Assets means all the Company's assets from time to time the subject of Security,</p> <p>Security Interest means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged

Short particulars

or arrangement having a similar effect



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7262713
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 JUNE 2010
AND CREATED BY M54 MANAGEMENT LTD FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 18 JUNE 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JUNE 2010



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**