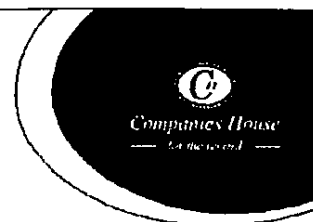


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In accordance with  
Section 860 of the  
Companies Act 2006

**MG01****Particulars of a mortgage or charge****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 on  
Scottish company property.  
If you are a Scottish company, please use MG01s

TUESDAY



A04 04/01/2011 130  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<p>For official use</p> <p>2</p> <p>→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>
<p>Company number</p> <p>0 7 2 6 2 7 1 3</p> <p>Company name in full</p> <p>M54 Management Limited (the "Chargor")</p>		
<b>2</b>	<b>Date of creation of charge</b>	
<p>Date of creation</p> <p>02 02 20 10 20 10</p>		
<b>3</b>	<b>Description</b>	
<p>Description</p> <p>Legal charge dated 22 December 2010 granted by the Chargor in favour of the Bank (as defined below) (the "Legal Charge")</p>	<p>Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'</p>	
<b>4</b>	<b>Amount secured</b>	<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>
<p>Amount secured</p> <p>All monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by the Chargor to the Lender (including under any Hedging Agreement) (the "Secured Liabilities")</p>	<p>Please give us details of the amount secured by the mortgage or charge</p>	

# 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

HSBC Bank Plc ("the Lender")

Address

Ground floor, 12 Calthorpe Road, Edgbaston, Birmingham

Postcode

B 1 5 1 Q Z

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 attached Continuation Page

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	
<b>8</b>	<b>Delivery of instrument</b>  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 accept a verified copy where section 867(2) applies (property situated in another part of UK)	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature  X <i>Pinset Mann LLP</i> X  This form must be signed by a person with an interest in the registration of the charge	

# MG01

## 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 Stephen Brown

Company name Pinsent Masons LLP

Address 3 Colmore Circus

Post town Birmingham

County/Region West Midlands

Postcode B 4 6 B H

Country United Kingdom

Dx 703167 Birmingham 12

Telephone 0121 625 3079



### 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 the 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

In accordance with  
Section 860 of the  
Companies Act  
2006

**MG01 – continuation page**  
**Particulars of a mortgage or charge**

**4**

**Amount secured**

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

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short  
particulars

- 1 **CHARGES**  
  
The Chargor charged and agreed to charge in favour of the Lender -
  - 1 1 by way of first legal mortgage all right, title and interest at the date of the Legal Charge and thereafter in or to the Property,
  - 1 2 by way of first fixed charge
    - 1 2 1 all licences to enter upon or use land and the benefit of all other agreements relating to the Property,
    - 1 2 2 the proceeds of sale of the Property, and
    - 1 2 3 the benefit of any rental deposit given or charged to the Chargor by any occupier of the Property,
  - 1 3 by way of first fixed charge (insofar as not mortgaged by clause 4 1(a) of the Legal Charge (paragraph 1 1 above) or charged by clause 4 1(b) of the Legal Charge (paragraph 1 2 above))
    - 1 3 1 all present and future rents and other sums due to the Chargor under any Lease,
    - 1 3 2 all plant and machinery and the benefit of all contracts, licences and warranties relating to the same,
  - 1 4 by way of floating charge all moveable plant, Machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or upon the Property and the benefit of all licences, contracts and warranties in connection with the same
- 2 **SECURITY ASSIGNMENTS**
  - 2 1 The Chargor has assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of your present and future right, title and interest in and to
    - 2 1 1 (to the extent not mortgaged or charged by clause 4 1 (*Charges*) of the Legal Charge (paragraph 1 above)) all present and future rents and other sums due to the Chargor under any Lease,
    - 2 1 2 all insurance policies relating to the Property, claims under those insurance policies and all proceeds of those claims under the insurance policies save where the Chargor is under a legal obligation to use the insurance monies to reinstate the Property and does use those monies,
    - 2 1 3 all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable or due or owing in respect of the Property (whether actual or

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short  
particulars

contingent and whether arising under contract or in any other manner  
whatsoever),

2 1 4 the benefit of all rights, guarantees, Security Interests and remedies  
relating to any of the foregoing, and

2 1 5 all proceeds of any of the foregoing not otherwise assigned under  
clause 4 2 of the Legal Charge (this paragraph 2)

2 2 To the extent that any right referred to in clause 4 2(a) of the Legal Charge  
(paragraph 2 1 above) is not assignable, the assignment which that  
clause purports to effect shall operate as an assignment of all the Chargor's  
present and future rights and claims at the date of the Legal Charge and claims  
to any proceeds of such rights

#### 3 **NEGATIVE PLEDGE**

The Chargor has covenanted not to create or permit to subsist any Security  
Interest over the Security Assets without the consent of the Lender

#### 4 **INDEMNITIES**

The Chargor has 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)

4 1 as a result of the failure to perform any of its obligations under the Legal Charge,

4 2 in the exercise (or purported exercise) of any of the powers or other rights  
conferred by the Legal Charge,

4 3 in respect of any costs, charges or expenses incurred in connection with clause  
15 (*Currency conversion*) of the Legal Charge (paragraph 5 below),

4 4 in respect of the redemption of any prior Security Interest over any Security Asset  
under clause 18 (*Redemption of prior Security Interests*) of the Legal Charge  
(paragraph 6 below)

4 5 as a result of the breach of any current or other obligation or matter relating to  
the Property, or

4 6 in respect of any other matter or thing done or omitted relating to the Security  
Assets,

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

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short  
particulars

#### 5 CURRENCY CONVERSION

All monies received or held by the Lender or any Receiver under the Legal Charge may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Lender's spot rate of exchange

#### 6 REDEMPTION

6 1 The Lender may at any time redeem, or procure the transfer to it of, any prior Security Interest over any Security Assets at the Chargor's cost

#### 6 2 Costs of redemption

All principal monies, interest, costs, charges and expenses incurred in and incidental to any redemption or transfer under clause 18 1 of the Legal Charge (paragraph 6 1 above) shall be paid by the Chargor on demand, in each case together with interest calculated in the manner referred to in clause 22 (*Indemnities*) of the Legal Charge (paragraph 4 above)

#### Definitions:-

"**Hedging Agreement**" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Chargor 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,

"**Interest Rate**" means the rate of interest payable on any facility secured by the Security,

"**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 obligations,

"**Property**" means the freehold property known as Block C Halesfield Business Park, Halesfield 8, Telford Shropshire registered at the Land Registry with title number SL32078,

"**Receiver**" means an administrative receiver, a receiver and/or manager of any or all of the Chargor's assets appointed by the Lender under the Security,

"**Secured Liabilities**" means all monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by the Chargor to the Lender,

"**Security**" means the Security Interests created or intended to be created by or pursuant to the Legal Charge,

"**Security Assets**" means all assets from time to time the subject of Security,

"**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 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. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 22  
DECEMBER 2010 AND CREATED BY M54 MANAGEMENT LTD  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO HSBC BANK PLC (LENDER) 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  
4 JANUARY 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JANUARY 2011**

*DX*



*Companies House*  
— for the record —



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