



# COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

# 395

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

\* Insert full name of company

For official use



Company number

717658

Name of Company

A. & J. Mucklow Group plc (the "Company")

Date of creation of the charge

30th June, 1989

Description of the instrument (if any) creating or evidencing the charge (note 2)

The Trust Deed.

Amount secured by the mortgage or charge

The principal of and interest on the Original Stock and all other monies intended to be secured by the Trust Deed.  
For the purposes hereof:-

"Original Stock" means the £30,000,000 11½ per cent. First Mortgage Debenture Stock 2014 of the Company created as recited in the Trust Deed or as the case may be the nominal amount thereof for the time being issued and outstanding;

"Trust Deed" means the Trust Deed dated 30th June, 1989 entered into by the Company, A. & J. Mucklow (Properties) Limited and The Law Debenture Trust Corporation p.l.c. and constituting and securing the Original Stock;

Names and addresses of the mortgagees or persons entitled to the charge

The Law Debenture Trust Corporation p.l.c., whose principal office is

at Princes House, 95 Gresham Street, London or other trustee or

trustees for the time being of the

Postcode

EC2V 7LY.

Trust Deed.  
Presentor's name, address and reference (if any):

Allen & Overy  
9 Cheapside  
London EC2V 6AD.

PC/SWT (01-248-9898)

Time critical reference

For official use  
Mortgage section

REGISTERED

11 JUL 1989

Postroom

Registered on 11/7/89



17  
7



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

Please do not write in this margin

(A) The Original Charging Subsidiary as beneficial owner charged by the Trust Deed by way of first legal mortgage with the payment to the Trustees of the principal of and interest on the Original Stock and all other monies intended to be secured by the Trust Deed the Properties described in the Third Schedule to the Trust Deed, a copy of which is attached hereto, together with all buildings and erection and fixtures (including tenants' and trade fixtures) and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto.

Please complete legibly, preferably in black type, or bold black lettering.

(B) The Original Charging Subsidiary as beneficial owner by the Trust Deed charged by way of first floating charge in favour of the Trustees its undertaking and all its property (including property comprised in the Specific Security), assets and rights, present and future, wheresoever situate, including any uncalled capital with the payment to the Trustees of the principal of and interest on the Original Stock and all other moneys intended to be secured by the Trust Deed.

**Particulars as to commission allowance or discount (Note 3)**

A commission of 3/4 per cent. on the nominal amount of the Stock

(plus any value added tax thereon), out of which the fee to the brokers to the issue is payable.

Signed Allen & Overy Date 14<sup>th</sup> July, 1989

On behalf of ~~the company~~ ~~the mortgagee~~ ~~the chargee~~ the said Trustees

1 Delete as appropriate.

**Notes**

- 1<sup>1</sup> The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if despatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and form no. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Please do not write  
in this margin

COMPANIES FORM No. 395 (cont.)

Particulars of a mortgage or charge  
(continued)

Please complete  
legibly, preferably in  
block type, or bold  
block lettering.

Continuation Sheet No. 1  
to Form No. 395

Company number

717658

Name of Company

A. & J. Mucklow Group plc (the "Company")

limited\*

\* Delete if  
appropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)



Please do not write  
in this margin

Please complete  
legibly, preferably in  
black type, or bold  
black lettering.

Short particulars of all the property mortgaged or charged (continued)

Power is reserved to the Company or, with the consent of the Company, to any of its subsidiaries, subject to Clause 9 of the Trust Deed and to the proviso contained below, whether to satisfy the provisions of the proviso to Clause 3 of the Trust Deed or of Clause 10 or 11 of the Trust Deed or otherwise, at any time to add to the Specific Security by charging by way of first legal mortgage in favour of the Trustees and to their satisfaction any additional interest in any Property then comprised in the Specific Security and/or other property approved by the Trustees and/or short gilts and/or investments representing monies and/or by paying or charging monies to the Trustees, in each case to be held as part of the Specific Security Provided that in such event the Company or, as the case may be, the subsidiary so adding to the Specific Security shall in addition create (to the extent that it has not already done so to the Trustees' satisfaction) in favour of the Trustees a first floating charge over its undertaking and all its property (including the property so added by it to the Specific Security), assets and rights, present and future, wheresoever situate, including any uncalled capital as security for the payment to the Trustees of all moneys intended to be secured by the Trust Deed.

For the purposes hereof:-

"Property" means any freehold, leasehold, heritable or other immovable property situated in the United Kingdom;

"Specific Security" means the freehold and leasehold properties expressed by the Trust Deed to be charged by way of first legal mortgage or first fixed charge in favour of the Trustees and all other Property and all short gilts, monies and investments representing monies which at any time shall or ought pursuant to any provision of the Trust Deed to be charged in favour of, or held by, the Trustees by way of first legal mortgage for the payment of the principal monies, premium (if any) and interest on the Stock and all other moneys intended to be secured by the Trust Deed;

"Stock" means and includes the Original Stock and all Further Stock except that in Part 1 of the First Schedule to the Trust Deed "Stock" means only the Original Stock;

"Further Stock" means any further first mortgage debenture stock which may be created and issued by the Company pursuant to Clause 3 of the Trust Deed or as the case may be the nominal amount thereof for the time being issued and outstanding;

"Original Charging Subsidiary" means A. & J. Mucklow (Properties) Limited (registered in England under number 758764) whose registered office is at Haden Cross, Halesowen Road, Cradley Heath, Warley, West Midlands B64 7JB;

THE THIRD SCHEDULESHORT PARTICULARS OF PROPERTIES TO BE CHARGED BY  
A. & J. MUCKLOW (PROPERTIES) LIMITED

1. Part of Horsham Trading Estate, Redkila Way, Redkila Close,  
Horsham, Sussex

All that unregistered freehold piece of land being Units 1 and 2, Redkila Way, Redkila Close, Horsham, Sussex shown edged black on the plan attached annexed hereto comprised in a conveyance dated 22nd June, 1989 made between A. & J. Mucklow & Co. Limited (1) and A. & J. Mucklow (Properties) Limited (2).

2. Monkton Park Trading Estate, Monkton Lane, Farnham, Surrey

All that leasehold property known as Unit 1 Farnham Trading Estate, Monkton Lane, Farnham, Surrey demised by a Lease dated 20th December, 1988 made between Waverley Borough Council (1) and A. & J. Mucklow & Co. Limited (2) registered at HM Land Registry under title number SY595947 with title absolute.

3. Kelvin Way Trading Estate, Kelvin Way, West Bromwich

Firstly all that freehold land together with the buildings thereon being part of the Kelvin Way Trading Estate situate on the south side of Kelvin Way, West Bromwich registered at H.M. Land Registry with title absolute under title number SF27060 and secondly all that leasehold land together with the buildings erected thereon being the remaining part of the Kelvin Way Trading Estate situate on the south side of Kelvin Way, West Bromwich and registered with leasehold title absolute under title number WM172868.

4. St. Andrew's Trading Estate Birmingham

Freehold land and buildings on the north west side of Great Barr Street known as St. Andrews Trading Estate, Great Barr Road, Bordesley, Birmingham registered at H.M. Land Registry with title absolute under title number WM257515.

5. Duddesdon Mill Trading Estate, Duddesdon Mill Road, Saltley, Birmingham

All that land and buildings thereon known as Duddesdon Mill Trading Estate, Duddesdon Mill Road, Saltley, Birmingham registered at HM Land Registry with title absolute under title number WM218807.

6. Bull Ring Trading Estate, High Street, Deritend, Birmingham

All that land and buildings thereon known as Bull Ring Trading Estate, High Street, Deritend, Birmingham registered at HM Land Registry with title absolute under title number WM258031.

7. Forward Park Trading Estate Corporation Street/Bagot Street, Birmingham

All that freehold property known as Forward Park Trading Estate, Corporation Street/Bagot Street, Birmingham registered at HM Land Registry with absolute title under title number WM375335.

8. Bordesley Trading Estate, Saltley, Birmingham

All that land and buildings known as Bordesley Trading Estate on the east side of Bordesley Green Road and College Road, Saltley, Birmingham registered at HM Land Registry with title absolute under title number WM208889.

9. Prospect Road, Halesowen

All that freehold land comprising land and buildings on the north east side of Prospect Road, Halesowen, West Midlands registered with title absolute under title number WM316008.

10. Coleshill Industrial Estate, Station Road, Coleshill

All that freehold land and buildings thereon known as Coleshill Industrial Estate, Station Road, Coleshill, Warwickshire being the whole of the land conveyed by a Conveyance dated 5th May 1977 and made between Alfred Walker and Son Limited (1) Rayda Investment Properties Limited (2) Plattcourt Limited (3) Walker Homes (Coleshill) Limited (4) and Barrs Industrial Limited (5).

11. Dukas Gate, 2 and 4 Acton Lane, Chiswick and land adjoining and 14a Chiswick Road, Chiswick, London

All that land and buildings thereon known as 2 and 4 Acton Lane, Chiswick and land adjoining and 14a Chiswick Road, Chiswick, London registered at HM Land Registry under title number NGL439105 with title absolute.

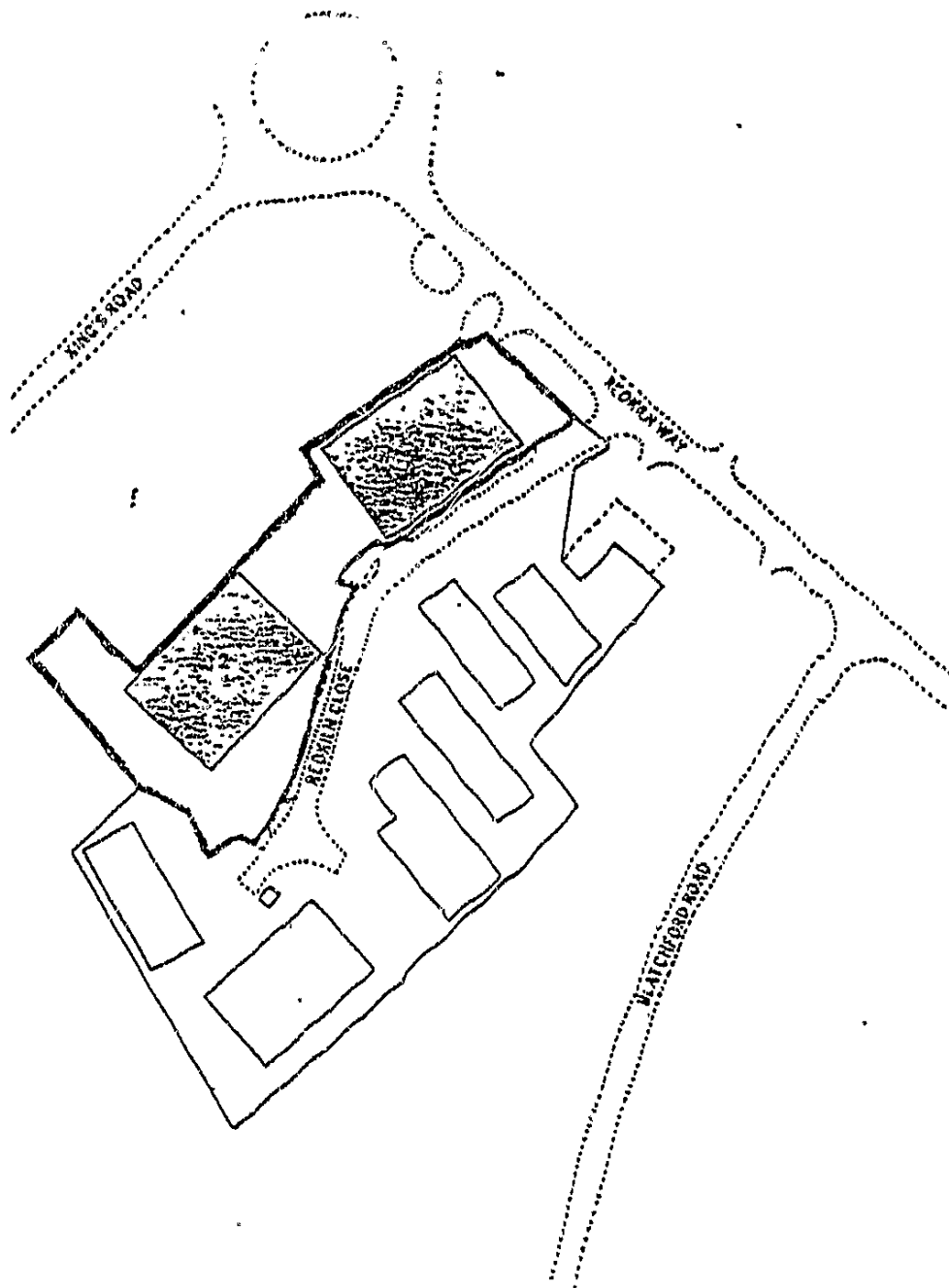
12. Premises comprising land on the west and south sides of Crompton Way, Crawley, West Sussex

All that freehold land comprising land on the west and south sides of Crompton Way, Crawley, West Sussex registered at HM Land Registry under title number WSX111781 with title absolute.

13. The Cloisters, George Road, Edgbaston

All that leasehold land known as 11/12 George Road, Edgbaston, Birmingham and now known as "The Cloisters" registered with leasehold title absolute under title number WM381304.

# Horsham Trading Estate



Approx. Scale 1/1250th.





## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

*Pursuant to section 401(2) of the Companies Act 1985*

I hereby certify that a Trust Deed dated 30th JUNE 1989 and created by A. & J. MUCKLOW GROUP plc for securing £30,000,000 1143 First Mortgage Debenture Stock 2014 of A. & J. MUCKLOW GROUP plc and all other moneys intended to be secured by the Trust Deed to THE LAW DEBENTURE TRUST CORPORATION p.l.c. or other the Trustee or Trustees for the time being of the Trust Deed was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 11th JULY 1989

Given under my hand at the Companies Registration Office,  
Cardiff the 25th JULY 1989

No. 717652

P. JONES

an authorized officer

Certificate and instrument received by

..... LC .....  
..... P.S. ....  
Date ..... 25.7 .....