

104708/13
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 for
company. To do this, please use
form MG01s

WEDNESDAY



A24JGP77

A32

20/03/2013

#235

COMPANIES HOUSE

1 Company details

Company number 0 1 0 5 7 3 8 5

Company name in full A & J MUCKLOW (INVESTMENTS) LIMITED

6 1 For official use

→ **Filing 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 d3 m0 m3 y2 y0 y1 y3

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 A Legal Charge dated 13 March 2013 made between (1) A & J Mucklow
(Investments) Limited (the "**Chargor**") and (2) HSBC Bank plc (the "**Deed**")

4 Amount secured

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

Amount secured 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 any under any Hedging Agreement)
("**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 120 Edmund Street, Birmingham

Postcode B 3 2 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

1.1 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 all the freehold property known as Coleshill Trade Park, Station Road, Coleshill B46 1AT registered at the Land Registry with title number WK325808;

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

"Security" means the Security Interests created or intended to be created by or pursuant to the Deed;

"Security Assets" means all the Chargor's assets from time to time the subject of Security,

continued/ ...

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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 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 DUA Piper UK 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 Eve Miles

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region West Midlands

Postcode B 2 4 D L

Country

DX DX 13022 BIRMINGHAM 1

Telephone 0121 262 5833



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 1 Definitions (continued)</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 or arrangement having a similar effect;</p> <p>"Term Loan and Revolving Credit Facility Agreement" means the £20,000,000 term loan and £44,000,000 revolving credit facility agreement made between the Lender and the Chargor dated on or around the date of the Deed.</p> <p>2. COVENANT TO PAY</p> <p>2.1 Covenant to pay</p> <p>The Chargor shall pay or discharge each of the Secured Liabilities when the same fall due for payment</p> <p>2.2 Further advances</p> <p>The Deed is made to secure any further advances or other facilities but it does not create any obligation on the Lender to make any further advances or make other facilities available.</p> <p>2.3 Default interest</p> <p>(a) Any amount which is not paid under the Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate that is two per cent above the Interest Rate from time to time</p> <p>(b) Default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Lender considers are appropriate</p> <p>3. NATURE OF SECURITY</p> <p>All Security and dispositions created or made by or pursuant to the Deed 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 style="text-align: right;">continued/ ...</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

4. GRANT OF SECURITY

4.1 Charges

The Chargor charges and agrees to charge in favour of the Lender

- (a) by way of first legal mortgage all of the Chargor's present and future right, title and interest in or to the Property;
and
- (b) by way of first fixed charge:
 - (1) all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (11) the proceeds of sale of the Property; and
 - (111) the benefit of any rental deposit given or charged to the Chargor by any occupier of the Property,
- (c) by way of first fixed charge (insofar as not mortgaged by clause 4.1(a) or charged by clause 4.1(b))
 - (1) all present and future rents and other sums due to the Chargor under any Lease;
 - (11) all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;
- (d) (if the Chargor is a company) 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

4.2 Security assignments

- (a) The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of their present and future right, title and interest in and to.
 - (1) (to the extent not mortgaged or charged by clause 4.1 (Charges)) all present and future rents and other sums due to the Chargor under any Lease,
 - (11) all insurance policies relating to the Property, claims under those insurance policies and all proceeds of those claims under the insurance policies;

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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>4.2 Security assignments (continued)</p> <p>(iii) 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 by the Chargor or due or owing to them in respect of the Property (whether actual or contingent and whether arising under contract or in any other manner whatsoever);</p> <p>(iv) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing, and</p> <p>(v) all proceeds of any of the foregoing not otherwise assigned under this clause 4.2</p> <p>(b) To the extent that any right referred to in clause 4.2(a) 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 to any proceeds of such rights.</p> <p>4.3 Notice of Security</p> <p>The Chargor must prepare a notice of the grant of the Security (in a form satisfactory to the Lender) for each unit at the Property and provide these to the Lender on the date of the Deed. The Lender will hold these notices to the Chargor's order pending a Default when the Lender may serve these notices on the tenant of each unit without notifying the Chargor</p> <p>4 4 Preservation of assets</p> <p>The Lender is not obliged to take any steps necessary to preserve any of the Chargor's assets, to enforce any term of any contract or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed.</p> <p>5 GENERAL UNDERTAKINGS</p> <p>5 1 Negative pledge</p> <p>The Chargor shall not create or permit to subsist any Security Interest over the Security Assets without the consent of the Lender.</p> <p style="text-align: right;">continued/. ...</p>

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Short particulars	<p>5.2 No disposals</p> <p>Unless the Lender consents, the Chargor shall not make any disposal of any Security Assets even if the disposal is involuntary unless permitted under clause 18.5 of the Term Loan Facility and Revolving Credit Facility Agreement</p> <p>5.3 Covenants and payments</p> <p>The Chargor must:</p> <ul style="list-style-type: none"> (a) use reasonable endeavours to observe and perform all covenants and other obligations and matters (whether or not contained in any agreement or other document) from time to time affecting any of the Security Assets or their use or enjoyment; (b) promptly inform the Lender if it becomes aware of any steps taken or proceedings commenced by any person with a view to obtaining forfeiture of or determining any lease, underlease, tenancy or licence comprised in the Security Assets; (c) not permit any breach of any bye-laws, other laws and regulations affecting any of the Security Assets where failure to do so would materially adversely affect the value of the Security Assets; and (d) pay or procure the payment of all rents, rates, taxes, charges, assessments, impositions and other outgoings of any kind which are from time to time payable by the owner and to use reasonable endeavours to procure the payment of all rents, rates, taxes, charges, assessments, impositions and other outgoings of any kind which are from time to time payable by the occupier) in respect of any of the Security Assets <p>5 4 Enforcement of rights</p> <p>The Chargor must use its reasonable endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Security Assets which the Lender acting reasonably may require from time to time at its cost</p> <p>6 REGISTRATION AT THE LAND REGISTRY</p> <p>The Chargor must do all things to facilitate the registration of the Deed against any relevant title registered at the Land Registry.</p> <ul style="list-style-type: none"> (a) The Chargor must apply to the Chief Land Registrar for a restriction to be entered on each registered title to the Property in the following terms: 	

continued/

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Short particulars	<p>6 REGISTRATION AT THE LAND REGISTRY (continued)</p> <p>(b) <i>"No disposition of the part of the registered estate as shown edged red and marked with a yellow 4 on Part 2 of the filed plan (Coleshill Trade Park) by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Deed dated [], in favour of HSBC Bank Plc referred to in the charges register or their conveyancer".</i></p> <p>(c) The Chargor must not permit any other person to be registered at the Land Registry as proprietor of the Property; and</p> <p>(d) The Chargor must not create or permit to arise any interest which falls within any of the paragraphs of schedule 3 of the Land Registration Act 2002 or any interest preserved by the transitional provisions of schedule 12 of the Land Registration Act 2002 to the extent and for so long as any interest is so preserved in or over the Property.</p> <p>7 FURTHER ASSURANCE</p> <p>The Chargor shall at its own expense ensure any documents are executed and any acts and things are done which the Lender may reasonably require from time to time for:</p> <p>(a) giving effect to, perfecting or protecting the Security;</p> <p>(b) facilitating the realisation of any Security Asset;</p> <p>(c) facilitating the exercise of all powers, authorities and discretions vested in the Lender or in any Receiver; or</p> <p>(d) perfecting any Security over any assets acquired by it after the date of the Deed</p> <p>8 SET-OFF</p> <p>(a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid or any contingent obligation from the Chargor against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.</p> <p>(b) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.</p> <p style="text-align: right;">continued/ ..</p>

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Short particulars	<p>9. DELEGATION AND APPOINTMENT OF ATTORNEYS</p> <p>9.1 Delegation</p> <p>(a) The Lender may delegate to any person or persons all or any of the powers, authorities and discretions which are exercisable under the Deed. A delegation may be made in any manner (including by power of attorney) in and on any terms (including power to sub-delegate) which the Lender thinks fit.</p> <p>(b) The Lender shall not be liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any of its delegates or sub-delegates.</p> <p>9.2 Attorneys</p> <p>(a) By way of security, the Chargor irrevocably appoints the Lender, every Receiver and every delegate or sub-delegate appointed under clause 9.1 (<i>Delegation</i>) separately to be its attorney on its behalf, in its name:</p> <p>(i) to execute and do any documents, acts and things which it is required to execute and do under the Deed or any other document relating to the Secured Liabilities, and</p> <p>(ii) to execute and do any documents, acts and things which any attorney may deem proper or desirable in exercising any powers, authorities and discretions conferred by the Deed, any other document relating to the Secured Liabilities or by law on the Lender or any Receiver.</p> <p>(b) The Chargor must ratify and confirm and agree to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this clause 9.2 (<i>Attorneys</i>).</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1057385
CHARGE NO. 61**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 13
MARCH 2013 AND CREATED BY A. & J. MUCKLOW
(INVESTMENTS) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK
PLC 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 20
MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 MARCH 2013

