

MR01

Particulars of a charge

ashurst

195195/13

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR01

SATURDAY



A08 *A2KSF3JF* #38
09/11/2013
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 0 3 4 8 9 8 1 ✓

Company name in full AIM Composites Limited ✓

0005 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 Charge creation date

Charge creation date d 2 d 8 m 1 m 0 y 2 y 0 y 1 y 3 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lloyds Bank plc as security trustee ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

None

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Ashurst LLP* X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name HGRAY/ACOLE/LLO02 00164/31535388

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 348981

Charge code: 0034 8981 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2013 and created by AIM COMPOSITES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th November 2013.

Given at Companies House, Cardiff on 14th November 2013

Dx



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified as a true copy of the original instrument save for the material redacted pursuant to s 859G of the Companies Act 2006

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on **28 October 2013** **Ashwest LLP**

BETWEEN:

- (1) **AIM Composites Limited** (a company incorporated in England and Wales with registered number 00348981 (the "**New Charging Company**")),
- (2) **AIM Holdings Cleanco Limited** (a company incorporated in England and Wales with registered number 8665571 (the "**Parent**") for itself and as agent for and on behalf of each of the existing Charging Companies; and
- (3) **Lloyds FSB Bank plc** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

(company number 00002065) Ashwest LLP on behalf of all parties.

RECITAL:

This deed is supplemental to a debenture dated 7 September 2013 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent (the "**Debenture**")

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed

1.2 Construction

Clause 1.2 (Construction) and clause 1.3 (Other References) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGING COMPANY

2.1 Accession

The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

2.2 Covenant to pay

The New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Indebtedness when it falls due for payment.

2.3 Fixed Charges

The New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage, all the Premises; and
- (b) by way of first fixed charge:

- (i) all other interests (not charged under clauses 2.3(a)) in the Premises, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
- (ii) all the Investments and all corresponding Distribution Rights,
- (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
- (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;
- (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,
- (vi) all monies standing to the credit of its accounts (including the Collection Accounts specified in schedule 1 and the Cash Collateral Accounts) with any bank, financial institution, or other person and all rights related to those accounts;
- (vii) all its Intellectual Property;
- (viii) all rights and interest in the Hedging Agreements;
- (ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (x) its goodwill and uncalled capital; and
- (xi) if not effectively assigned by clause 2.5 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements

2.4 Floating Charge

As further continuing security for the payment of the Indebtedness, the New Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges).

2.5 Security Assignment

As further continuing security for the payment of the Indebtedness, the New Charging Company assigns by way of security absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the New Charging Company (or as it shall direct).

3. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. CONSENT OF EXISTING CHARGING COMPANIES

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

5. **NOTICES**

The New Charging Company confirms that its address details for notices in relation to clause 35.1 (Communications in Writing) of the Facility Agreement are as follows.

Address. Jecco House, Boscombe Grove Road, Bournemouth, BH1 4PD

Facsimile 01202 398706
Attention Andrew Leitch

6 **LAW**

This deed and any dispute, controversy, proceedings or claims, of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law

IN WITNESS whereof this deed
has been duly executed and
delivered on the date first above
written

SCHEDULE 1

Details of Collection Accounts

Name of Bank	Type of Account	Sort Code	Account Number
Royal Bank of Scotland	International USD		
Nat West City of London Office			
PO Box 12258	International EUR		
1 Princes Street			
London			
EC2R 8PA	Business Current		

SIGNATORIES TO DEED OF ACCESSION

The New Charging Company

Executed as a deed by
AIM COMPOSITES LIMITED acting by
MARK EDWARDS in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Susan Giles

The Parent

Executed as a deed by
AIM HOLDINGS CLEANCO LIMITED
acting by **MARK EDWARDS** in the
presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Susan Giles

The Security Agent

EXECUTED by
LLOYDS TSB BANK PLC
Acting by its
authorised signatory

SIGNATORIES TO DEED OF ACCESSION

The New Charging Company

Executed as a deed by)
AIM COMPOSITES LIMITED acting by)
MARK EDWARDS in the presence of:)
)

Signature of director
Signature of witness
Name of witness
Address of witness
Occupation of witness

The Parent

Executed as a deed by)
AIM HOLDINGS CLEANCO LIMITED)
acting by **MARK EDWARDS** in the)
presence of:)

Signature of director
Signature of witness
Name of witness
Address of witness
Occupation of witness

The Security Agent

EXECUTED by)
LLOYDS ~~TSB~~ BANK PLC)
Acting by its)
authorised signatory)

(company number 00002065)

Ashurst LLP on behalf
of all parties