

MG01

Particulars of a mortgage or charge

014359/13

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 a Scottish company. To do this, please use form MG01s.

WEDNESDAY



A7C0RF21

18/11/2009

A32

3

COMPANIES HOUSE

5

For official use

1

Company details

Company number 01052410

Company name in full APOLLO CHEMICALS LTD (the "Company")

→ Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

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Date of creation of charge

Date of creation 13/11/2009

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 (the "Charge")

4

Amount secured

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

Amount secured

All sums of money which the Company may now or at any time in the future owe to Clydesdale Bank PLC (trading as Yorkshire Bank) (the "Bank"); and all liabilities which the Company may now or at any time in the future owe to the Bank.

The sums of money and liabilities referred to above shall include:

- * sums and liabilities due or owing by the Company alone and/or jointly with any other person;
- * sums and liabilities owed as guarantor, indemnifier or security giver for any other person;
- * sums and liabilities which may or may not become payable depending on the outcome of future events, including any sums and liabilities which would become payable on demand by the Bank;
- * sums and liabilities owed by the Company to another person, the rights to which have been transferred to the Bank; and
- * sums and liabilities owed on the Company's current or any other accounts,

together with all interest, costs, expenses and banking charges.

Continuation page

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

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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 Clydesdale Bank PLC (Company Number SC001111)

Address 30 St Vincent Place

Glasgow

Postcode G 1 2 H L

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

By way of legal mortgage the property (if any) particulars of which are set out in Box B of the Charge, together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;


By way of fixed charge:

- (i) all other (if any) freehold and leasehold property of the Company whether acquired before or after the date of the Charge together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;
- (ii) all (if any) plant, machinery, vehicles, computers and office and other equipment of the Company particulars of which are set out in Box C of the Charge together with the benefit of all relevant contracts, warranties and maintenance arrangements;
- (iii) all other (if any) plant, machinery, vehicles, computers and office and other goods and equipment of the Company together with the benefit of all relevant contracts, warranties and maintenance arrangements;
- (iv) the "Debts" being the book and other debts now and from time to time due or owing to the Company other than: (a) any of those debts which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Charge; (b) any of those debts which are now or at any time in the future assigned to the Bank absolutely pursuant to a receivables financing agreement made between the Company and the Bank; and (c) all sums of money standing to the credit of the Company on any account with any bank (other than the Bank) or other financial institution, other than any of those sums which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Charge (the "Bank Debts");
- (v) the Bank Debts;
- (vi) the goodwill and any uncalled capital of the Company both now and at any time in the future;
- (vii) all stocks, shares, bonds and other securities whether marketable or not and all other interests (including but not limited to loan capital) of the Company in any company or other person now and at any time in the future together with all related dividends and other rights;
- (viii) all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property of the Company now and in the future;

By way of floating charge the Company's undertaking and all its property, assets and rights whatsoever now and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 3.1.1 to 3.1.9 of the Charge but including any assets of the Company situated in Scotland, whether or not effectively charged pursuant to paragraphs 3.1.1 to 3.1.9 (inclusive) of the Charge.

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<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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:</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
<p>Commission allowance or discount</p>	<p>NIL</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>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).</p> <p>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).</p>	
<p>9</p> <p>Signature</p>	<p>Signature</p> <p>Please sign the form here.</p> <p>Signature X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	

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Presenter information	Important information
<p>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.</p>	<p>Please note that all information on this form will appear on the public record.</p>
Contact name	How to pay
Company name Clydesdale Bank PLC	<p>A fee of £13 is payable to Companies House in respect of each mortgage or charge.</p> <p>Make cheques or postal orders payable to 'Companies House.'</p>
Address Business Lending Services	Where to send
20 Merrion Way	<p>You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:</p>
Post town Leeds	<p>For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.</p>
County/Region West Yorkshire	<p>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).</p>
Postcode L S 2 8 N Z	<p>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.</p>
Country England	Further information
DX DX713876 Leeds 30	<p>For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk</p>
Telephone 0845 604 4626	<p>This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk</p>
✓ Certificate	
<p>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.</p>	
✓ Checklist	
<p>We may return forms completed incorrectly or with information missing.</p>	
<p>Please make sure you have remembered the following:</p> <ul style="list-style-type: none"><input type="checkbox"/> The company name and number match the information held on the public Register.<input type="checkbox"/> You have included the original deed with this form.<input type="checkbox"/> You have entered the date the charge was created.<input type="checkbox"/> You have supplied the description of the instrument.<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee.<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge.<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged.<input type="checkbox"/> You have signed the form.<input type="checkbox"/> You have enclosed the correct fee.	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1052410
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13
NOVEMBER 2009 AND CREATED BY APOLLO CHEMICALS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CLYDESDALE BANK PLC ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
18 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 NOVEMBER
2009

07
33.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES