

MG01

Particulars of a mortgage or charge

Naif 015135/13



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

TUESDAY



AZYGSVDN

A21

28/06/2011

218

COMPANIES HOUSE

6

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1

Company details

Company number

0 1 5 6 4 2 5 7

Company name in full

Weilburger Coatings (UK) Limited ("Company")

2

Date of creation of charge

Date of creation

2 3 0 6 2 0 1 1

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

Legal Charge (the "Deed")

4

Amount secured

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

Amount secured

all or any monies and liabilities which will from
time to time (and whether on or at any time after
demand) be due, owing or incurred in whatsoever
manner to the Chargee by the Company, whether as
principal or surety and whether or not the Chargee
shall have been an original party to the relevant
transaction, and including interest, discount,
commission and other lawful charges or expenses
which the Chargee may in the course of its business
charge or incur in respect of any of those matters
or for keeping the Company's account and so that
interest shall be computed and compounded according
to the usual rates and practice of the Chargee as
well after as before any demand made or decree
obtained under or in relation to the Deed
(the "Secured Obligations")

Continuation page

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

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	Close Asset Finance Limited (Company No. 02053453)		
Address	(the "Chargee") Tolworth Tower, Ewell Road, Tolworth, Surbiton, Surrey		
Postcode	K T 6 7 E 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	<p>Under clause 2 of the Deed the Company as principal obligor and not merely as surety, covenants with the Chargee that it will pay or discharge on demand the Secured Obligations as and when they fall due</p> <p>Under clause 3 of the Deed as a continuing security for the performance and discharge of the Secured Obligations, and with full title guarantee the Company as beneficial owner charges and assigns absolutely to the Chargee</p> <ul style="list-style-type: none">(a) by way of first legal mortgage the Property,(b) by way of first fixed charge all buildings, the Fixtures and other structures on and items fixed to the Property,(c) by way of first fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Deed,(d) by way of assignment all rents and other sums at any time payable by any tenants or licensees of the Property to the Company together with the benefit of all the Company's rights and remedies relating to them,(e) by way of first fixed charge the proceeds of any claim made under any Insurance, and <p>The Chargee may by written notice to the Company convert the floating charge created by the Deed into a fixed charge as regards all or any of the Company's assets specified in the notice if</p> <ul style="list-style-type: none">(a) an Event of Default has occurred and is continuing, or(b) the Chargee in its reasonable opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy <p>The floating charge created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Secured Property subject to the floating charge created by clause 3 1(g) of the Deed (a "Floating Charge Asset") if the Company creates (or purports to create) a Security Interest (other than a Permitted Security Interest) on or over the relevant Floating Charge Asset without the prior consent in writing of the Chargee or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating charge Asset</p>		

MG01

Particulars of a mortgage or charge

7 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

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 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 also accept a verified copy where section 867(2) applies (property situated in another part of UK).

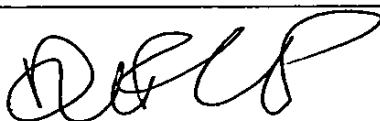
9 Signature

Please sign the form here

Signature

Signature

X



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 58808.171

Company name DWF LLP

Address 5 St Paul's Square

Old Hall Street

Post town Liverpool

County/Region Merseyside

Postcode L 3 9 A E

Country

DX 14128 Liverpool

Telephone 0151 907 3000



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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

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

Notwithstanding any discharge, release or settlement from time to time between the Chargee and the Company, if any Security Interest, disposition or payment granted or made to the Chargee in respect of the Secured Obligations by the Company or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reasons, the Chargee shall be entitled thereafter to enforce the Deed as if no such discharge, release or settlement had occurred.

The Company shall apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of the Property in the following terms:

"No disposition of the registered estate 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 charge dated [DATE] in favour of Close Asset Finance Limited referred to in the charges register "

Under clause 4 of the Deed the Deed and the security created under it shall remain in full force and effect by way of continuing security and in particular shall not be, nor be considered as, satisfied by any intermediate discharge or payment on account of any liabilities or any settlement of accounts between the Company and the Chargee

The Chargee need not before exercising any of the rights, powers or remedies conferred upon it by the Deed or by law

(a) take action or obtain judgment against the Company, or any other person in any court,

(b) make or file any claim or prove in a bankruptcy, winding-up or liquidation of the Company or of any other person, or

(c) enforce or seek to enforce the recovery of the moneys and liabilities secured by the Deed by any other security.

Under clause 8 of the Deed the Company undertakes and agrees with the Chargee throughout the Security Period it will not

(a) **Dealing** without the prior written consent in writing of the Chargee sell, transfer, part with possession of or otherwise assign, deal with or dispose of sub-let or grant any option or right of first refusal over the Secured Property or any interest therein or attempt to agree to do any of the same;

(b) **Negative Pledge:** create or attempt or agree to create or permit to arise or exist any Security Interest except Permitted Security Interests over the Secured Property or any interest therein (except under or pursuant to the Deed) and no Security Interest purported to be created in breach of this restriction shall take priority over or rank pari passu with the Deed;

(c) **Powers of Leasing** without the prior written consent in writing of the Chargee grant or agree to grant any licence or tenancy affecting any of the Property or part of any of the Property nor exercise the powers of leasing or agreeing to

MG01 - continuation page

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>lease or of accepting or agreeing to accept surrenders conferred by Section 99 to 100 Law of Property Act 1925 nor in any other way dispose or agree to dispose of or surrender or create any legal or equitable estate or interest in the Property or any part thereof</p> <p>(d) Registration as Proprietor without the prior written consent in writing of the Chargee allow any person to be registered under the Land Registration Acts 1925 to 2002 as proprietor of the Property or any part thereof and the Company will be liable for all costs incurred by the Chargee in from time to time lodging cautions against the title to the Property or any part thereof;</p> <p>(e) Overriding Interest: create or permit to arise or subsist any overriding interest as specified in section 70(1) of the Land Registration Act 1925 or as specified in Schedule 1 or Schedule 3 of the Land Registration Act 2002 (in each case as amended);</p> <p>(f) Development: without the prior written consent in writing of the Chargee carry out or allow to be carried out any development (as defined in the Town and Country Planning Act 1990) or any change of use at the Property or any part thereof;</p> <p>(g) Proprietary Interest without the prior written consent in writing of the Chargee allow any person to become entitled to assert any proprietary or other similar right over the Property or any part thereof,</p> <p>(h) Agreements: without the prior written consent in writing of the Chargee without the prior written consent in writing of the Chargee enter into or agree to enter into an agreement under section 106 of the Town and Country Planning Act 1990 or section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or section 38 of the Highways Act 1980 or any similar act (in each case as amended) without the prior written consent of the Chargee;</p> <p>(i) Change of Use: without the prior written consent in writing of the Chargee change the use of the Property or any part thereof from that existing as at the date of the Deed without the prior written consent of the Chargee;</p> <p>(j) Depreciate Value: without the prior written consent in writing of the Chargee do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Secured Property</p> <p>Under clause 9 of the Deed upon the occurrence of an Event of Default, the Chargee may, at any time or times thereafter and without further notice or restriction:</p> <p>(1) exercise any and all rights of the Company in respect of the Secured Property,</p> <p>(11) exercise all powers of leasing (as extended by the Deed);</p>	

MG01 - continuation page

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>(iii) sell to any person all or any part of its right, title and interest in and to the Secured Property upon such terms as the Chargee shall determine and otherwise exercise the powers of sale under Law of Property Act 1925,</p> <p>(iv) collect, receive or compromise and give a good discharge for any and all moneys and claims for moneys due and to become due for the time being comprised in the Secured Property;</p> <p>(v) settle, discharge, compound, release or compromise any claims whatsoever in connection with the Secured Property or in any way relating to the security created by the Deed,</p> <p>(vi) appoint a Receiver (whether acting alone or jointly with any other person) of the Property or any part thereof.</p> <p>and otherwise put into force and effect all rights, powers and remedies, available to it, at law or otherwise, as Chargee of the Secured Property.</p> <p>The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 101 of the Law of Property Act 1925 as varied and extended by the Deed shall arise on the date of the Deed provided that the Chargee shall not exercise any power of sale until the security constituted by the Deed has become enforceable</p> <p>The Chargee or any Receiver or administrator shall not be liable as mortgagees in possession in respect of the Secured Property nor shall any of them be liable to account or be liable for any Loss upon the realisation thereof or for any neglect or default of any nature whatsoever in connection therewith for which any chargee may be liable as such.</p> <p>The statutory powers of sale, leasing and accepting surrenders exercisable by the Chargee under the Deed are extended so as to authorise the Chargee in its own name or that of the Company, to grant a lease or leases of the whole or any part or parts of any of the Property with whatever rights and containing whatever covenants and on such terms and conditions as the Chargee thinks fit.</p> <p>Upon any sale by the Chargee of any part of the Secured Property, the purchaser shall not be bound to see or enquire whether the power of sale of the Chargee has arisen, the sale shall be deemed for all purposes to be within the power of the Chargee and the receipt of the Chargee for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable for them.</p> <p>Under clause 10 of the Deed at any time after the Security created by the Deed has become enforceable, or if requested by the Company, without any notice or further notice, the Chargee may at any time, by deed, or otherwise in writing signed by any officer or manager of the Chargee or any person authorised for this purpose by the Chargee, appoint one or more persons to be a Receiver. The Chargee may similarly remove any Receiver and appoint any person instead of any Receiver. If the Chargee appoints more than one person as Receiver, the Chargee may give those persons power</p>	

MG01 - continuation page

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

to act either jointly or severally.

Any Receiver appointed pursuant to the Deed shall have the rights, powers, privileges and immunities conferred by the Insolvency Act 1986 on administrative or other receivers duly appointed under the Insolvency Act 1986, and shall also have the right, either in its own name or in the name of the Company or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person to do any of the things listed in clause 10.3 of the Deed.

Under clause 11 of the Deed any rights conferred by any Finance Document upon a Receiver may be exercised by the Chargee after the security constituted by the Deed becomes enforceable, whether or not the Chargee shall have taken possession or appointed a Receiver of the Secured Property.

The Chargee may delegate in any manner to any person any rights exercisable by the Chargee under any Finance Document Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Chargee thinks fit.

Under Clause 12 of the Deed all monies received by the Chargee or any Receiver or Delegate under the Deed shall be applied in or towards satisfaction of the Secured Obligations in such order of priority as the Chargee in its absolute discretion may determine (subject to the prior discharge of all liabilities have priority thereto by law) and, subject to any such determination, in the following order of priority:

- (a) in payment of any Loss suffered or incurred by the Chargee or any Receiver or Delegate in connection with the exercise of any power under the Deed, the preserving or attempting to preserve the security of the Secured Property and of all outgoings paid by the Chargee;
- (b) in payment to any Receiver of all remuneration as may be agreed between such Receiver and the Chargee should be paid to such Receiver in connection with its appointment as such; and
- (c) in or towards reduction of the remaining Secured Obligations in such manner as the Chargee shall determine.

Under clause 13 of the Deed if the Chargee or any Receiver or Delegate takes possession of the Secured Property, it may at any time relinquish possession. Without prejudice to clause 13.2 of the Deed, the Chargee shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the Secured Property

Neither the Chargee nor any Receiver or Delegate shall (either by reason of taking possession of the Secured Property or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Company or any other person for any Losses relating to the realisation of any of the Secured Property or from any act, default, omission, or misconduct of the Chargee, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Secured Property or in connection with the Finance Documents.

MG01 - continuation page

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

Under clause 14 of the Deed no person dealing with the Chargee or any Receiver or Delegate shall be concerned to enquire

- (a) whether the rights conferred by any Finance Document are exercisable,
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights, or
- (d) as to the application of any money borrowed or raised.

All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925, Section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Chargee, any Receiver or any Delegate

Under clause 15 of the Deed the Company shall indemnify and keep indemnified the Chargee from and against all Losses which the Chargee shall incur in connection with:

- (a) the exercise of any powers conferred by the Deed,
- (b) the perfection, preservation or enforcement of the security created by the Deed,
- (c) the non-performance or non-observance of any of the undertakings and agreements on the part of the Company contained in the Deed; and
- (d) of any matter or thing done or omitted to be done relating in any way whatsoever to the Secured Property.

Under clause 18 of the Deed, the Company irrevocably appoints the Chargee and any persons deriving title under it by way of security, every Receiver and every Delegate jointly and severally to be its attorney (with full power of substitution) and in its name or otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Chargee shall think proper or expedient for carrying out any obligations imposed on the Company under the Deed or for exercising any of the powers conferred by the Deed or for giving to the Chargee the full benefit of the security and so that this appointment shall operate to authorise the Chargee to do on behalf of the Company anything it can lawfully do by an attorney. The Company ratifies and confirms and agrees to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do.

Under clause 19 of the Deed the Company agrees that at any time and from time to time upon the written request of the Chargee it will promptly and duly execute and deliver any and all such further instruments and documents as the Chargee may deem desirable for the purpose of obtaining the full benefit of the Deed and of the rights and powers granted therein.

Under clause 20 of the Deed the Deed and the security created by it shall

MG01 - continuation page

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>bind and shall inure for the benefit of each of the parties to it and each of their respective successors and permitted assigns.</p> <p>Sections 93 and 103 of the Law of Property Act 1925 shall not apply to the Deed.</p> <p>Definitions</p> <p>"Delegate" means any delegate or sub delegate appointed pursuant to clause 11.2 of the Deed;</p> <p>"Event of Default" means any of the events listed in clause 9.1 of the Deed,</p> <p>"Finance Documents" means the Deed and any other document between the Chargee and the Company;</p> <p>"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus;</p> <p>"Loss" means any loss, demand, liability, obligation, claim, action, proceeding, penalty, fine, damage, adverse judgement, order or other sanction, fee and out of pocket cost and expense (including any fee and out of pocket cost and expense of any legal counsel),</p> <p>"Permitted Security Interest" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement having similar effect approved by the Chargee in writing prior to the date of the Deed;</p> <p>"Property" means the freehold property known as 9 Stuart Road, Manor Park, Runcorn, WA7 1SF registered at the Land Registry with Title No: CH319050 and each and any part thereof,</p> <p>"Receiver" means any receiver, manager or other receiver or similar officer appointed by the Chargee in respect of all or part of the Secured Property and shall, if allowed by law, include an administrative receiver,</p> <p>"Security Interest" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement having similar effect;</p> <p>"Security Period" means the period beginning on the date of the Deed and ending on the day on which all of the Secured Obligations have been unconditionally and irrevocably paid in full;</p> <p>"Secured Property" means all the assets from time to time subject, or expressed to be subject, to the Security Interests created by the Deed or any part of those assets.</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1564257
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 23 JUNE
2011 AND CREATED BY WEILBURGER COATINGS (UK)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CLOSE ASSET FINANCE
LIMITED 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
28 JUNE 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 JULY 2011



Companies House
— for the record —



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