

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**

You cannot use this  
particulars of a charge  
company To do this,  
form MG01s

TUESDAY



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26/02/2013  
COMPANIES HOUSE

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1

**Company details**

Company number 0 8 1 6 5 1 3 6

Company name in full AVON SPECIALTY METALS LIMITED  
(the "Chargor")



**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

For official use

2

**Date of creation of charge**

Date of creation d2 d2 m0 m2 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 Debenture dated 22 February 2013 made between (1) the Chargor and (2) the  
Bank (as defined in this Form MG01 below) (the "Debenture").

4

**Amount secured**

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

Amount secured

All money and liabilities whatever, whenever and however incurred  
whether now or in the future due, or becoming due, from the Chargor  
to the Bank (the "Debt") This includes but is not limited to

(a) overdrafts, loans or other facilities and further advances of  
money,

(b) guarantees and indemnities to the Bank and any of the Chargor's  
other contingent liabilities,

(c) discount, commission and other lawful charges and expenses,

Please see continuation page 1 to this Form MG01.

**Continuation page**

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

## MG01 - continuation page

Particulars of a mortgage or charge

4

### Amount secured

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

/

Amount secured

(d) interest in accordance with any agreement between the Chargor and the Bank and, if there is no agreement, interest on any money and liabilities due from the Chargor at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement,  
(e) money agreed to be paid by the Chargor under clause 25 of the Debenture

**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**HSBC BANK PLC (the "**Bank**")**Address**

Securities Processing Centre, PO Box 3924,  
79 Hoyle Street, Sheffield, DX 712350 Sheffield 19

**Postcode**

S 1 9 B D

**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**

The Chargor, with full title guarantee, and as security for the payment and discharge of the Debt, charges -

(a) By way of legal mortgage, all freehold (including commonhold) and leasehold land now vested in the Chargor together with all buildings fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the first schedule to this Form MG01 subject only to the other mortgages or matters (if any) mentioned in Part 2 of the first schedule to this Form MG01 (set out in continuation sheet 4)

(b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, Intellectual Property (as defined below) and/or other property mentioned in the second schedule to this Form MG01 (set out in continuation sheet 5)

(c) By way of first fixed charge (except as already charged above) -

(i) All the present and future right, title and interest of the Chargor in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it

(ii) All chattels now or at any time afterwards belonging to the Chargor. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Chargor or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by this Debenture

(iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Chargor

Please see continuation pages 2, 3, 4, and 5 to this Form MG01.

# MG01 - continuation page

## Particulars of a mortgage or charge

6

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

2

Please give the short particulars of the property mortgaged or charged

Short particulars

(iv) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immoveable property wherever situated now or at any time afterwards due owing or incurred to the Chargor. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Chargor to enforce any such debts or claims (collectively called the "**debts**") This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Chargor which shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below.

(v) Any credit balance on any account of the Chargor with the Bank.

(vi) Any credit balance on any account of the Chargor with any bank (other than the Bank) or other person

(vii) All goodwill and uncalled capital for the time being of the Chargor

(viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Chargor) In addition,

(aa) all rights to subscribe to or convert other securities into or otherwise acquire any such Securities now or at any time afterwards belonging to the Chargor,

(bb) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the second schedule of the Debenture, collectively called, the "**Securities**")

(ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Chargor (together with any of the same mentioned in the second schedule of the Debenture, collectively called the "**Intellectual Property**")

(x) All policies of life insurance or assurance and all rights and claims to which the Chargor is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8(a) of the Debenture)

(xi) All rights and other property to which the Chargor is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction

(xii) The benefit of all agreements for the provision by the Chargor to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Chargor

(xiii) The proceeds of sale of any property mentioned above

(d) By way of floating charge, all the undertaking of the Chargor and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated

The property referred to in paragraphs (a) (b) (c) and (d) above is collectively called the "**Charged Property**" The property referred to in paragraphs (a) (b) and (c) (together with any property for the time being effectively charged by way of fixed charge by the application of paragraph (e) below) is

# MG01 - continuation page

## Particulars of a mortgage or charge

6

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

3

Please give the short particulars of the property mortgaged or charged

Short particulars

collectively called the **"Fixed Charged Property"**

(e) The Bank may, by notice in writing to the Chargor, convert the floating charge created by paragraph (d) above into a fixed charge in respect of such of the property of the Chargor as may be specified in such notice. It may do so,

(i) if on the happening of any of the events specified in Clause 11 of the Debenture, or

(ii) it appears to the Bank that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same, and/or the security now created in respect of it, is otherwise in jeopardy

In either event, the ability of the Chargor to deal in any way with such property shall cease except to the extent that the Bank may otherwise agree in writing

#### Notes

The Debenture also contains the following provisions

#### **Restrictions on Chargor**

The Chargor shall not, except with the prior written consent of the Bank -

(a) create, or attempt to create, or allow to subsist over all or any of the Charged Property, any mortgage, charge, lien, pledge or other security other than the Debenture and the mortgages or matters (if any) mentioned in Part 2 of the first schedule to this Form MG01, or

(b) allow any tangible property, forming part of the Fixed Charged Property, to leave the possession of the Chargor (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Chargor or for any purpose other than in connection with the business of the Chargor, or

(c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by this Debenture, or

(d) part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the Fixed Charged Property or all, or (except by a sale or disposal in the ordinary course of the Chargor's business and for the purpose of carrying on the same) any part of, the remainder of the Charged Property

#### **Appointment of Administrator or Receiver**

The floating charge created by clause 4(d) of the Debenture as described in paragraph (d) (*Short Particulars of all the property mortgaged or charged*) of this Form MG01 is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986 (inserted by section 248 of and schedule 16 to the Enterprise Act 2002)

# MG01 - continuation page

## Particulars of a mortgage or charge

6

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

4

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Schedule 1

#### Part 1

(Freehold and/or leasehold land)

#### Registered Title

All the property(ies) comprised in the following title(s) at H.M. Land Registry

Title Number

Short description of the property

#### Unregistered Title

All the property(ies) now vested in the Chargor and comprised in the Deed (s) referred to below

Short description of the property	Date	Deed/Document	Parties
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#### Part 2

(Prior mortgages or other matters relating to the property described above)

Short description of the Property	Legal/Mortgage/ Charge Dated	Parties
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**MG01 - continuation page**  
Particulars of a mortgage or charge

**6**

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

5

Please give the short particulars of the property mortgaged or charged

Short particulars

**Schedule 2**

(Chattels and/or other property)

Description	Serial/registration number(s)	Location
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# 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

NIL.

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 *CMS Carson McKenna*

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 THBI/KABG/KEH/023407.00533

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 2127

### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 8165136  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 22  
FEBRUARY 2013 AND CREATED BY AVON SPECIALTY METALS  
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 26 FEBRUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 FEBRUARY  
2013

124



**Companies House**



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