

MG01

Particulars of a mortgage or charge

040984/13



iris
LASERFORM

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

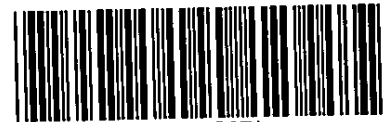
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

MONDAY



AZE65Q3R

A23

20/12/2010

145

COMPANIES HOUSE

*For official use

1

Company details

Company number	0	0	7	5	1	2	0	5
Company name in full	A.T.A. (Grinding Processes) Limited (the "Chargor")							

→ **Filling 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	d0	d9	m1	m2	y2	y0	y1	y0
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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 Share Charge (the "Charge")

4

Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent, whether owed jointly
or severally, as principal or surety or in any
other capacity whatsoever) of the Chargor to the
Secured Parties (or any of them) under each of the
Finance Documents (and whether originally owing to
that Secured Party or purchased or acquired by that
Secured Party), except for any obligation or
liability which, if it were so included, would
result in the Charge contravening any law (the
"Secured Obligations")

Please see the relevant continuation sheet for
definitions.

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 Bank of Scotland (Ireland) Limited

Address Bank of Scotland House

124-127 St Stephens Green, Dublin 2

Postcode

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

Please see the relevant continuation sheet.

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 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

FOR AND ON BEHALF OF

Please sign the form here

MACLAY MURRAY & SPENS LLP

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 Anna Crosby

Company name Maclay Murray & Spens LLP

Address One London Wall

Post town London

County/Region

Postcode E C 2 Y 5 A B

Country

DX DX 123 London Chancery Lane

Telephone 020 7002 8500



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

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	<p>Definitions</p> <p>"Bank" means Bank of Scotland (Ireland) Limited as agent and security trustee</p> <p>"Charged Assets" means the Shares and the Related Rights</p> <p>"Company" means ATA Alpine Limited (07120518)</p> <p>"Existing Shares" means the shares in the capital of the Company particulars of which are set out in the schedule to the Charge.</p> <p>"Facility Agreement" means the facility agreement dated 28 March 2008 between, inter alia, Rub Edibrac Limited as Parent, the subsidiaries of the Parent listed in Part 1 of Schedule 1 thereto as Borrowers, the subsidiaries of the Parent listed in Part II of Schedule 1 thereto as Guarantors, Bank of Scotland (Ireland) Limited as Original Lender, Mezzanine Lender and Security Trustee, as amended and restated by a deed of amendment and restatement dated on or about the date hereof</p> <p>"Finance Documents" has the same meaning given to it in the Facility Agreement</p> <p>"Related Rights" means all the rights derived from the Share including rights to dividends and other distributions paid or payable after the date of the Charge on all or any of the Shares and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of the Shares or in substitution or exchange for all or any of the Shares.</p> <p>"Secured Parties" has the same meaning given to it in the Facility Agreement</p> <p>"Shares" means the Existing Shares together with any other shares (or other securities derived from any shares) in the capital of the Company legally and/or beneficially owned by the Chargor from time to time.</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>1. CREATION OF SECURITY</p> <p>1 1 General</p> <p>All the security created under the Charge.</p> <p>1.1.1 is created in favour of the Bank as agent and security trustee for the each of the Secured Parties;</p> <p>1.1 2 is security for the payment of the Secured Obligations; and</p> <p>1 1.3 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.</p> <p>1 2 Fixed Charge</p> <p>The Chargor charges by way of first fixed charge all it right, title and interest in the <u>Shares</u> and the <u>Related Rights</u>.</p> <p>2 PROVISIONS AS TO SECURITY</p> <p>2 1 Continuing Security</p> <p>2.1.1 The security from time to time created by the Charge is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Bank (as Security Trustee)</p> <p>2 1 1 no part of the security from time to time created by the Charge will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.</p> <p>2 2 Additional Security</p> <p>The Charge shall be without prejudice and in addition to any other security which may at any time be held by the Bank (as Security Trustee) or any other Secured Party from the Chargor or any other person in respect of the whole or any part of the Secured Obligations and may be enforced independently of any such other security.</p> <p>2.3 Other Shares</p> <p>The Chargor shall, promptly upon becoming entitled to any Shares other than Existing Shares immediately deposit with the Bank as Security Trustee, or as they may direct, all certificates and other documents of title or evidence of ownership in relation to those Shares and execute and deliver to the Bank as Security Trustee transfers (executed in blank and left undated and duly stamped if applicable) and such other documents as the Bank as Security Trustee may reasonably require in order to enable the Bank as Security Trustee (or its nominees) to be registered as the owner or otherwise obtain a legal title to those Shares.</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

2.4 Further assurance

2 4 1 The Chargor will promptly do, or shall procure that the Company shall do, all such acts and execute all such documents as the Bank as Security Trustee may reasonably specify (and in such for the Bank may reasonably require) to:

- (a) vest the Charge Assets (or any fo them) in the name of the Bank as Security Trustee or its nominee or otherwise perfect the security created or intended to be created by the Charge;
- (b) to enable the Bank as Security Trustee to exercise the rights, powers and remedies vested in it by or pursuant to the Charge or by law, and/or
- (c) after the security created by the Charge has become enforceable pursuant to Clause 11 of the Charge (*When security becomes enforceable*) facilitate the realisation of the Charged Assets.

2 4 2 The obligations of the Chargor under Clause 5.3 of the Charge (*Further assurance*) are in additions to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

3. DIVIDENDS

3.1 Dividends prior to default

Prior to the security created by the Charge becoming enforceable in accordance with Clause 11 of the Charge (*When security becomes enforceable*), the Chargor shall be entitled to receive all dividends, interest and other monies arising from the Charged Assets

3.2 Dividends during default

After the security created by the Charge has become enforceable in accordance with Clause 11 of the Charge (*When security becomes enforceable*):

- 3.2.1 the Bank (as Security Trustee) shall be entitled to receive all dividends, interest and other monies arising from the Charged Assets and to apply the same in payment of the Secured Obligations, and
- 3.2.2 the Chargor shall take all necessary steps to ensure that all dividends, interest and other monies arising from the Charged Assets are paid directly to the Bank (as Security Trustee) and if the Chargor receives any dividends, interest and other monies arising from the Charged Assets it shall promptly pay



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 751205
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 9
DECEMBER 2010 AND CREATED BY A.T.A. (GRINDING
PROCESSES) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE SECURE PARTIES
(OR ANY OF THEM) 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 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 DECEMBER
2010

MH DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES