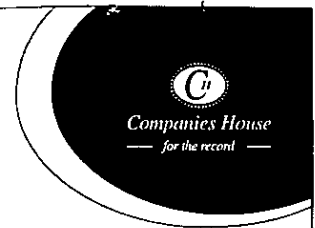


037602 / 13
MG01

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

FRIDAY



A35 *A109YUXM* 21/12/2012 #260
COMPANIES HOUSE

1	Company details	3 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 4 4 9 4 8 8 9	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Avia Technique Limited (the "Chargor")	
2	Date of creation of charge	
Date of creation	d 1 d 8 m 1 m 2 y 2 y 0 y 1 y 2	
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	A debenture (the "Debenture") executed by the Chargor in favour of COÖPERATIEVE RABOBANK BREDA U A as agent and security agent for the Finance Parties (the "Security Agent")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	The payment and discharge of any and all present and future monetary obligations due, owing or incurred by the Chargor (in whatever capacity) to the Security Agent (in whatever capacity) under the Finance Documents as may from time to time be amended, expressly including but not limited to, its present and future obligations under or in connection with clause 25 of the Facilities Agreement (the "Secured Obligations") For the definitions of the capitalised terms above, please see the attached continuation pages for this section	

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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>Continuation Page 1 of 2</p> <p>In the Debenture and this Form MG01 the following expressions have the following meanings</p> <p>"Additional Borrower" means a company which becomes a Borrower in accordance with clause 28 of the Facilities Agreement,</p> <p>"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company, including with respect to Cooperatieve Centrale Raiffeisen-Boerenleenbank B A and Cooperatieve Rabobank Breda U A , any associated or member bank of Cooperatieve Centrale Raiffeisen-Boerenleenbank B A and its Affiliates,</p> <p>"Agent" means the Security Agent in its capacity as agent under the Facilities Agreement,</p> <p>"Ancillary Bank Guarantee Facility" means any ancillary bank guarantee facility made available by an Ancillary Lender in accordance with clause 6 (Ancillary Facilities) of the Facilities Agreement,</p> <p>"Ancillary Facility" means an Ancillary Overdraft Facility and/or an Ancillary Bank Guarantee Facility</p> <p>"Ancillary Overdraft Facility" means any ancillary overdraft facility made available by an Ancillary Lender in accordance with clause 6 (Ancillary Facilities) of the Facilities Agreement,</p> <p>"Ancillary Lender" means each Lender which makes available an Ancillary Facility in accordance with clause 6 of the Facilities Agreement,</p> <p>"Borrowers" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 of the Facilities Agreement,</p> <p>"Facilities Agreement" means a EUR 32,600,000 facilities agreement governed by the laws of the Netherlands dated 22 December 2011 and amended on 12 October 2012 made between inter alia (1) the Obligors, (2) the Lender and (3) the Security Agent as lender, pursuant to which the Lender agreed to make available to SKFSG and the parties named therein as Borrowers certain banking facilities for the purposes and on the terms therein stated,</p> <p>"Finance Documents" means the Facilities Agreement and any other document designated as a "Finance Document" in the Facilities Agreement,</p> <p>"Finance Parties" means the Agent, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender,</p>	

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	Continuation Page 2 of 2	
	<p>"Hedge Counterparty" means</p> <p>(a) the Original Hedge Counterparty, or</p> <p>(b) an Affiliate of the Original Hedge Counterparty, or</p> <p>(c) any bank, financial institution, trust, fund or other entity which becomes a Hedge Counterparty in accordance with clause 26 (Changes to the Parties) of the Facilities Agreement,</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,</p> <p>"Lender" means the Security Agent as lender under the Facilities Agreement,</p> <p>"NCC" means the Netherlands Civil Code,</p> <p>"Obligors" means SKFSG and the other subsidiaries of SKFSG listed in the Facilities Agreement as original borrowers and original guarantors,</p> <p>"Original Borrower" means, together with SKFSG, the subsidiaries of SKFSG listed in part 1 of schedule 1 of the Facilities Agreement as original borrowers,</p> <p>"Original Hedge Counterparty" means the Security Agent,</p> <p>"Security Agent" means COÖPERATIEVE RABOBANK BREDA U A , a limited liability company incorporated under the laws of The Netherlands, with commercial register number 20014757, having its corporate seat in Breda and having its registered address at Concordiastraat 2, 4811 NA Breda, the Netherlands as agent and security agent for the Finance Parties,</p> <p>"SKFSG" means SK FireSafety Group B V (formerly SK Fire and Security Group B V), and</p> <p>"Subsidiary" means a subsidiary within the meaning of article 2 24a NCC</p>	

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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

Name	COÖPERATIEVE RABOBANK BREDA U A
Address	Concordiastraat 2, 4811 NA Breda, the Netherlands
	as agent and security agent for the Finance Parties
Postcode	
Name	
Address	
Postcode	

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Pursuant to clause 3 2 1 of the Debenture, the Chargor, as a continuing security for the payment and discharge of the Secured Obligations, charged to the Security Agent, with full title guarantee and by way of first fixed charge, all its right and title, both present and future, in and to

- (a) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Charged Property, and all rights in connection with them,
- (b) all present and future goodwill and uncalled capital for the time being of the Chargor,
- (c) all the Book Debts,
- (d) all the Intellectual Property,
- (e) all the Trade Stock, and
- (f) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account)

Pursuant to clause 3 2 2 of the Debenture, the Chargor, as a continuing security for the payment and discharge of the Secured Obligations, with full title guarantee charged to the Security Agent, by way of first floating charge all its right and title, both present and future, in and to all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to clause 3 2 1 of the Debenture

Pursuant to schedule 2 part 1 of the Debenture, the Chargor covenanted that it shall not at any time, except with the prior written consent of the Security Agent

- (i) create, purport to create or permit to subsist any Encumbrance on, over or in relation to, the Charged Property other than the Debenture, or
- (ii) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, or
- (iii) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party,

except in each case, as permitted under the terms of the Finance Documents

For the definitions of the capitalised terms above, please see the attached continuation pages for this section

Continuation page

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

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>Continuation Page 1 of 1</p> <p>In the Debenture and this Form MG01 the following expressions have the following meanings</p> <p>"Book Debts" means all present and future book and other debts and monetary claims due or owing payable or incurred to or receivable by the Chargor, including but not limited to any amount howsoever owing to the Chargor under any sale and purchase agreement, Hedging Agreement or intra Group transfer of goods, services or money and all loan capital, indebtedness or liabilities both present and future on any account or in any manner owing to the Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them,</p> <p>"Charged Property" means all the assets, property and undertaking for the time being subject to the security interests created by clause 3 1 of the Debenture (and references to the Charged Property shall include references to any part of it),</p> <p>"Company" means SKFSG,</p> <p>"Designated Account" means any account nominated by the Security Agent as a designated account for the purposes of the Debenture,</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,</p> <p>"Group" means the Company, its Subsidiaries for the time being,</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between a member of the Group and a Hedge Counterparty in accordance with clause 23 35 (Condition Subsequent) of the Facilities Agreement,</p> <p>"Intellectual Property" means the Chargor's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights, and</p> <p>"Trade Stock" means all the Chargor's undertakings and assets</p>

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Particulars of a mortgage or charge

<p>7</p> <p>Commission allowance or discount</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>N/A</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 870)</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 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)</p>	
<p>9</p> <p>Signature</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>John Furwick With LLP</i> 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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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 William MacLachlan

Company name Holman Fenwick Willan LLP

Address Friary Court

65 Crutched Friars

Post town London

County/Region

Postcode E C 3 N 2 A E

Country United Kingdom

DX DX 1069 London City

Telephone +44 (0) 20 7264 8000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4494889
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18
DECEMBER 2012 AND CREATED BY AVIA TECHNIQUE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO COOPERATIEVE RABOBANK
BRED A U.A. 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 21 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 DECEMBER
2012

DX



Companies House



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