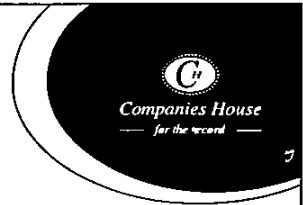


799/13

# 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 on a company. To do this, use  
form MG01s

FRIDAY



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30/12/2011

#241

COMPANIES HOUSE

15

Filing 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 0 0 4 8 5 1 1

Company name in full Haynes Brothers Limited

### 2 Date of creation of charge

Date of creation 2 8 1 2 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 Debenture (see Short Particulars)

### 4 Amount secured

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

Amount secured

All monies and liabilities which now are or shall at any time hereafter  
be due owing or incurred by Haynes Brothers Limited ("the Borrower")  
to FCE Bank plc ("FCE") on any account or in any manner  
whatsoever whether actually or contingently and whether solely or  
jointly with any other person firm or company and whether due from  
the Borrower as guarantor indemnifier or principal debtor including  
without limitation all costs, charges, expenses and other payments for  
which the Borrower shall be liable pursuant to the Debenture on a full  
indemnity basis, and

interest on the foregoing day by day from demand until full discharge  
such interest to be chargeable at the specified rate (as well after as  
before any judgement)

#### Continuation page

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

MG01

Particulars of a mortgage or charge

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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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	FCE Bank plc	
Address	Central Office, Eagle Way, Brentwood, Essex	
Postcode	C M 1 3 3 A R	
Name		
Address		
Postcode		

6

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Short particulars	<p>a) by way of legal mortgage all the freehold and leasehold property of the Borrower hereto together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and/or the proceeds of sale thereof,</p> <p>b) by way of legal mortgage all other freehold and leasehold property now vested in the Borrower together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and/or the proceeds of the sale thereof,</p> <p>c) by way of fixed charge all estate or interest of the Borrower in any freehold or leasehold property at any time hereafter during the continuance of this security belonging to or charged to the Borrower together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and/or the proceeds of sale thereof,</p> <p>d) by way of fixed charge all stocks shares and other securities of any kind now or hereafter owned whether at law or in equity) by the Borrower including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of redemption bonus preference option dividend or otherwise and all rights and interests of the Borrower in and claims under all policies of insurance and assurance now or hereafter held by or enuring to the benefit of the Borrower,</p> <p>e) by way of fixed charge all interests not hereinbefore effectively charged now or hereafter belonging to the Borrower in or over land or the proceeds of sale of land all licences now or hereafter held by the Borrower to enter upon or use land and the benefit of all other agreements relating to land to which the Borrower is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery now and hereafter annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged hereunder,</p> <p>(cont )</p>	

### Particulars of a mortgage or charge

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10/09 Version 2 0

## 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 Andy Brinkworth

Company name FCE Bank plc

Address 5th Floor, 1-506

Central Office

Eagle Way

Post town Brentwood

County/Region Essex

Postcode C M 1 3 3 A R

Country

DX DX 124282 Brentwood 4

Telephone



#### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="371 434 1018 465">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="371 495 1430 613">f) by way of fixed charge all books and other debts now and from time to time due or owing to the Borrower and whether presently payable or hereafter falling due for payment (including bank deposits and credit balances) and all rights and claims of the Borrower against third parties now or hereafter existing and capable of being satisfied by the payment of money,</p> <p data-bbox="371 647 1430 797">g) by way of fixed charge all goodwill and uncalled capital for the time being of the Borrower and all patents patent applications inventions trademarks trade names registered designs copyrights know-how and other intellectual property rights and all licences and ancillary rights and benefits including all royalties and other income deriving from the same both present and future of the Borrower,</p> <p data-bbox="371 831 1445 1039">h) by way of fixed charge all plant and machinery now or at anytime hereafter belonging to the Borrower (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress) and all trade and other fixtures fixed plant and machinery not mentioned in a) to e) inclusive and all chattels now or at any time hired or leased by the Borrower to any other person together in each case with the benefit of the related hiring or leasing contract and any guarantee indemnity or other security for the performance of the obligations of any person under such contract, and</p> <p data-bbox="371 1072 1445 1341">i) by way of floating charge all Assets of the Borrower whatsoever and wheresoever not herein before effectively charged by way of fixed charge including (without limitation) any immovable property of the Borrower and any assets falling within any of the types mentioned in a) to h) inclusive situate in Scotland not hereinafter effectively charged by way of fixed charge but so that the Borrower shall not be at liberty without the consent in writing of FCE to create or permit to continue any mortgage or charge upon or suffer any lien to affect any part of the undertaking or assets of the Borrower subject to the floating charge either in priority to or pari passu with that charge or to sell part with or dispose of the whole or except in the ordinary course of business any part of the Borrower's undertaking and assets</p> <p data-bbox="371 1375 469 1406">Appendix</p> <p data-bbox="371 1440 1398 1494">The Borrower undertakes that any debentures mortgages or charges hereafter created by the Borrower (other than in favour of Ford Credit) shall be expressed to be subject to this debenture</p> <p data-bbox="371 1527 1445 1706">No subsidiary of the Borrower shall except with the prior written consent of FCE create any mortgage or charge over or suffer any lien (except a lien arising by operation of law in the ordinary course of business) to affect any assets of any such subsidiary or raise any loan or guarantee indemnity endorse or become surety for the payment of any debt or obligation of any person directly or contingently except for recourse undertakings in respect of the obligations of such subsidiary's customers under leasing hiring or other kinds of financing arrangements</p>



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

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

COMPANY NO. 48511  
CHARGE NO. 15

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 28  
DECEMBER 2011 AND CREATED BY HAYNES  
BROTHERS,LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO FCE 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 30 DECEMBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2012

*DX*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES