

MG01

Particulars of a mortgage or charge

105686/13



A fee is payable with this form.

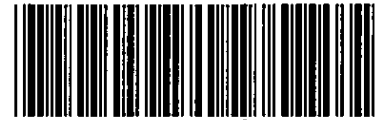
We will not accept this form unless you send the correct fee

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
company. To do this, please use
form MG01s

FRIDAY



LD5 30/07/2010 182
COMPANIES HOUSE

1 Company details

Company number 6 4 4 2 4 3

Company name in full Gardner Aerospace - Hull Limited (the "Company")

28 For official use

→ **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 d2 d3 m0 m7 y2 y0 y1 y0

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 The composite guarantee and debenture dated 23 July 2010 (the
"Debenture") between the Company and BECAP Gardner 1 Limited as security
trustee for the Secured Parties (the "Trustee")

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 and whether owed jointly or severally or
in any other capacity whatsoever) of each Chargor which are, or
are expressed to be, or may become, due, owing or payable to
the Secured Parties (or any of them) or to the Trustee under
each Finance Document, except for any obligation or liability
which, if it were so included, would cause that obligation or
liability or any of the security in respect thereof, to be
unlawful or prohibited by any applicable law, together with all
costs, charges and expenses incurred by the Trustee in
connection with the protection, preservation or enforcement of
its rights under the Finance Documents or any of them (the
"Secured Liabilities")

Capitalised terms in this Form MG01 shall have the meaning as
set out in the continuation sheets (Short Particulars)

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

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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		Continuation page Please use a continuation page if you need to enter more details
Name	Becap Gardner 1 Limited		
Address	Heritage Hall, PO Box 225, Le Marchant Street		
	St Peter Port, Guernsey		
Postcode	G Y 1 4 Y H		
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 continuation sheets		

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Particulars of a mortgage or charge

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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

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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).

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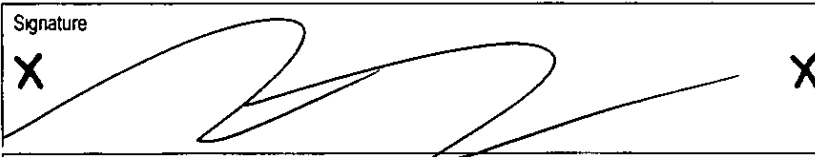
Signature

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 Yasmine Meeajun

Company name OLSWANG LLP

Address 90 High Holborn

Post town

County/Region London

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 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 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

In accordance with Section 860 of the Companies Act 2006	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 style="text-align: center;">SCHEDULE 1</p> <p>SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</p> <p>1 CREATION OF SECURITY</p> <p>1 1 All the security created under the Debenture</p> <p>1 1 1 was created in favour of the Trustee,</p> <p>1 1 2 was created over present and future assets of the Company,</p> <p>1 1 3 was security for the payment and satisfaction of all the Secured Liabilities,</p> <p>1 1 4 was created by the Company to the extent of its interest whether joint or several, legal or beneficial, and</p> <p>1 1 5 was made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>2 FIXED SECURITY</p> <p>2 1 Land</p> <p>2 1 1 The Company charged</p> <p>2 1 1 1 by way of first legal mortgage all estates or interest in any freehold or leasehold property now owned by it, this includes without limitation, the real property (if any) specified in schedule 2 (Real Property) of the Debenture (as replicated in Schedule 3 herein), and</p> <p>2 1 1 2 (to the extent that they are not subject to a mortgage under Clause 2 1 1 1) by way of first fixed charge, all estates or interest in any freehold or leasehold property now or subsequently owned by it</p> <p>2 1 2 A reference in the Debenture to a mortgage or charge of any freehold or leasehold property included</p> <p>2 1 2 1 all buildings, fixtures, fittings and fixed plant and machinery on</p>	

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	<p style="text-align: right;">that property, and</p> <p style="text-align: right;">2 1 2 2 the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any monies paid or payable in respect of those covenants</p> <p>2 2 Investments</p> <p>The Company charged by way of first fixed charge its interest in the Investments and Related Investment Rights</p> <p>2 3 Plant and machinery</p> <p>The Company charged by way of first fixed charge all plant, machinery, vehicles, computers and office and other equipment and all other moveable assets of any kind and in any place and the benefit of all contracts and warranties relating to the same</p> <p>2 4 Credit balances</p> <p>The Company charged by way of first fixed charge all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any account (including, without limitation, any account contemplated by the Debenture) it has with the Trustee or with any bank, financial institution or person and the debt represented by it</p> <p>2 5 Receivables</p> <p>The Company charged by way of first fixed charge all of its right, title and interest in the Receivables</p> <p>2 6 Intellectual Property Rights</p> <p>The Company charged by way of first fixed charge, the Intellectual Property Rights for the time being and from time to time owned, possessed or controlled by it</p> <p>2 7 Insurances</p> <p>The Company charged by way of first fixed charge (to the extent not effectively assigned under clause 6 1 (Insurances – assignment) of the Debenture), the</p>	

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	<p>Insurances and all proceeds of the Insurances</p> <p>2 8 Agreements</p> <p>The Company charged by way of first fixed charge all its rights now or subsequently in respect of the Relevant Contracts and any other agreement to which it is, or becomes, a party to the extent the same are not subject to an effective fixed charge created under any other term of this Clause 5 of the Debenture or to an effective assignment under clause 6 2 (Agreements – assignment) of the Debenture</p> <p>2 9 Pension funds</p> <p>The Company charged by way of first fixed charge any benefit, interest, claim or entitlement it has in any pension fund</p> <p>2 10 Goodwill and uncalled capital</p> <p>The Company charged by way of first fixed charge its goodwill and all its uncalled capital</p> <p>2 11 Authorisations</p> <p>The Company charged by way of first fixed charge</p> <p>2 11 1 the benefit of all present and future Authorisations (statutory or otherwise) held in connection with its use of any Security Asset, and</p> <p>2 11 2 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in clause 5 11 1 of the Debenture</p> <p>2 12 Separate charges</p> <p>Each of the charges referred to in clauses 2 1 (Land) to 2 11 (Authorisations) (inclusive) of the Debenture shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in each such clause, so that each item mentioned in each clause and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property Rights shall be deemed to be subject to a separate charge Without limiting the previous sentence, if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to</p>	

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	<p>be subject to a floating charge (as opposed to a fixed charge)</p> <p>3 ASSIGNMENTS</p> <p>3 1 Insurances – assignment</p> <p>The Company assigned and agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights under the Insurances and all proceeds of the Insurances</p> <p>3 2 Agreements – assignment</p> <p>The Company assigned and agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of</p> <p>3 2 1 the Relevant Contracts, and</p> <p>3 2 2 any other agreement to which it is or becomes a party</p> <p>4 FLOATING CHARGE</p> <p>4 1 Creation of Floating Charge</p> <p>4 1 1 The Company charged by way of first floating charge its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, including, without limitation, the Receivables, but excluding any property or assets otherwise effectively mortgaged or charged by way of mortgage or fixed charge respectively to the Trustee under the Debenture or any other Finance Document</p> <p>4 1 2 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4 of the Debenture which floating charge is accordingly a qualifying floating charge for such purposes</p> <p>5 RESTRICTIONS ON DEALINGS</p> <p>5 1 Security</p> <p>The Company shall not without the prior written consent of the Trustee create or attempt to create or permit to subsist in favour of any person, other than the Trustee,</p>	

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	<p>any security on any Security Asset (except for this Security and any Permitted Security)</p> <p>5 2 Disposals</p> <p>The Company shall not without the prior written consent of the Trustee sell, transfer, assign, licence, lease or otherwise dispose of or agree to sell, transfer, assign, licence, lease or otherwise dispose of any Security Asset or any part of an interest in any Security Asset or attempt or agree so to do, except in relation to Receivables to the extent permitted pursuant to clause 12 (Receivables) of the Debenture and for the disposal in the ordinary course of trade of any Security Asset subject only to an uncrystallised floating charge created under the Debenture and not expressed in the Debenture to be subject to a fixed charge under clauses 2 1 (Land) to 2 11 (Authorisations) of the Debenture</p>	

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	<p style="text-align: center;">SCHEDULE 2</p> <p>DEFINITIONS</p> <p>"Authorisation" means an authorisation, permission, consent, approval, resolution, licence, exemption, filing, notarisation or registration held in connection with its business or assets,</p> <p>"Chargor" means each of the Company, Gardner Group Limited, Gardner Aerospace – Burnley Limited, Gardner Aerospace – Nuneaton Limited, Gardner Aerospace – Basildon Limited and Gardner Aerospace – Ilkeston Limited and Gardner Aerospace – Broughton Limited,</p> <p>"Deposit Agreement" means each deposit agreement dated 23 July 2010 between Lloyds TSB Bank plc and each of the Gardner Group Limited, Gardner Aerospace - Wales Limited and Gardner Aerospace - Burnley Limited,</p> <p>"Event of Default" means any event, act, occurrence or omission upon which any monies outstanding under the Finance Documents may be declared, or become automatically, due and payable,</p> <p>"Finance Documents" means the Stock, all Designated Loan Stock (as such terms are defined in the Loan Stock Instrument), the Debenture, the Loan Stock Instrument and any document, certificate or instrument executed in connection with or pursuant to them,</p> <p>"Floating Charge Assets" means those assets of the Company from time to time subject to a floating charge pursuant to the Debenture,</p> <p>"Insurances" means in respect of the Company, all contracts and policies of insurance taken out by it or on its behalf or in which it otherwise has an interest (but excluding any third party liability or public liability insurance) including, without limitation, any director's or officer's insurance,</p> <p>"Intellectual Property Rights" means in respect of the Company, all patents (including, without limitation, applications (and any goodwill associated with such applications), improvements, prolongations, extensions and rights to apply for them in any part of the world), designs (whether registered or unregistered), copyrights and rights in the nature of copyright, design rights, trade marks and service marks (whether registered or unregistered), utility models (in each case for their full period and all extensions and renewals of them), trade names, business names, domain names and brand names, know-how, formulae,</p>	

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	<p>confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including, without limitation, the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world,</p> <p>"Investments" means in respect of the Company, all shares, stocks, debentures, bonds or other securities, investments or interests of any kind whatsoever (whether marketable or otherwise and including, without limitation, warrants or options to acquire or subscribe to any of the same) in any person and all Related Investment Rights owned by it or held by any nominee on its behalf or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system or custodian on behalf of the Company or whether the same have been delivered to or to the order of the Trustee or its nominee and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of the Company,</p> <p>"Lloyds Omnibus Guarantee and Set Off Agreement" means the omnibus guarantee and set off agreement dated 23 July 2010 between Lloyds TSB Bank plc, the Company, Gardner Aerospace- Basildon Limited, Gardner Aerospace - Burnley Limited, Gardner Group Limited, Gardner Aerospace - Ilkeston Limited, Gardner Aerospace - Nuneaton Limited, Gardner Aerospace - Wales Limited and Gardner Aerospace - Broughton Limited (formerly Gardner UK Limited),</p> <p>"Loan Stock Instrument" means loan stock instrument executed by the Company dated 23 July 2010 constituting up to £24,000,000 principal amount of Fixed Rate Secured Loan Stock 2010,</p> <p>"Permitted Security" means</p> <ul style="list-style-type: none"> (a) any lien for taxes of any kind either not yet assessed or, if assessed, not yet due and payable or being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided by the Company), (b) any lien arising in the ordinary course of business by operation of law and not as a result of any default or omission by the Company, (c) any rights by way of reservation or retention of title which are required by the supplier of any property to the Company in the normal course of such supplier's 	

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	<p>business and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Company,</p> <p>(d) the Security granted under each of the Deposit Agreements and the Lloyds Omnibus Guarantee and Set-Off Agreement, and</p> <p>(e) the chattels mortgage granted by each of Gardner Aerospace - Nuneaton Limited and Gardner Aerospace - Ilkeston Limited in favour of Industrial Equipment Finance Limited dated 28 October 2004 and registered at Companies House on 2 November 2004,</p> <p>"Receivables" means in respect of the Company</p> <p>(a) all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),</p> <p>(b) the benefit of all rights and remedies relating to any of the items in paragraph (a) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, security, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and</p> <p>(c) all proceeds of any of the items listed in paragraph (a) above or rights and remedies in paragraph (b) above,</p> <p>"Related Investment Rights" means any dividend or interest paid or payable in relation to any Investment and all allotments, rights, warrants, benefits and advantages (including, without limitation, all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to the Investments and all money or property accruing or offered at any time by way of conversion, redemption, bonus, exchange, preference, option, dividend, distribution, interest or otherwise in respect of the Investments,</p> <p>"Relevant Contracts" any agreement to which the Company is a party and which the Trustee may from time to time designate as such by notice in writing to the Company,</p> <p>"Secured Parties" means the Trustee and the Designated Stockholders (as such term is defined in the Loan Stock Instrument) from time to time,</p>	

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	<p> "Security" means a mortgage, charge, assignment, pledge, lien or other Security Interest securing any obligation of any person or any other agreement or arrangement having a similar effect, and </p> <p> "Security Assets" means all the assets of the Company which are the subject of any security created or constituted by the Debenture </p>	

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	<p style="text-align: center;">SCHEDULE 3 (REAL PROPERTY)</p> <p>The Land and buildings on the west site of Cotmanhay Road, Ilkeston registered at the Land Registry under title number DY145406</p> <p>Part of Hargher Clough Works, Hargher Clough, Barnsley registered at the Land Registry under title number LA702781</p> <p>Part of Hargher Clough Works, Hargher Clough, Barnsley registered at the Land Registry under title number LA708865</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 644243
CHARGE NO. 28

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 23 JULY 2010 AND CREATED BY
GARDNER AEROSPACE - HULL LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO
THE SECURED PARTIES (OR ANY OF THEM) OR TO THE
TRUSTEE 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 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 AUGUST 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES