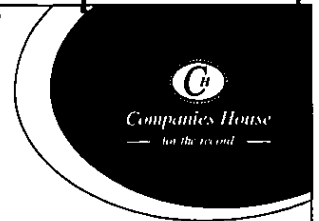


# MG01

## 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 reg  
particulars of a charge for a Sco  
company To do this, please use  
form MG01s

THURSDAY



A02 \*A25LQBZM\* #279  
04/04/2013  
COMPANIES HOUSE

### 1 Company details

Company number ☒ 0 2 0 3 2 4 9 4

Company name in full ☒ ASPALL CYDER LTD

For official use  
7

→ **Filing 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 ☒ d<sup>0</sup> d<sup>3</sup> m<sup>0</sup> m<sup>4</sup> y<sup>2</sup> y<sup>0</sup> y<sup>1</sup> y<sup>3</sup>

### 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

### 4 Amount secured

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

Amount secured ALL MONIES AND LIABILITIES NOW OR AT ANY TIME  
HEREAFTER DUE OWING OR INCURRED TO THE HSBC BY THE  
COMPANY IN ANY WAY WHATSOEVER

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

MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	✓	HSBC ASSET FINANCE (UK) LTD
Address		8 CANADA SQUARE
		LONDON
Postcode		E 1 4 5 H Q
Name	✓	HSBC EQUIPMENT FINANCE (UK) LTD
Address		8 CANADA SQUARE
		LONDON
Postcode		E 1 4 5 H Q
<p><i>TOGETHER = HSBC</i></p>		
<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>		
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>a) By way of legal mortgage all freehold and leasehold land now vested in the Company 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 the Debenture subject only to the other mortgages or matters (if any) referred to in Part 2 of the First Schedule of the Debenture,</p> <p>b) by way of fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule to the Debenture,</p> <p>c) by way of first fixed charge (except as already charged and described above),</p> <p>(i) all the present and future right, title and interest of the Company in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures and fittings and fixed plant and machinery now or at any time afterwards on it,</p> <p>(ii) all chattels now or at any time after the date of the Debenture belonging to the Company This excludes any of them for the time being forming the part of the stock in trade or work in progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge under the Debenture,</p> <p>(iii) the benefit of all rights, licences, guarantees, rents, 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 Company,</p> <p>(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 immovable property wherever situated) now or at any time after the date of the Debenture due, owing or incurred to the Company In addition the full benefit of all guarantees and securities for them and all liens reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts") This excludes such debts and claims (if any) as the Finance Companies may from time to time have agreed in writing with the Company shall not be subject to the fixed charge and excluding also such debts and claims as are charged pursuant to paragraph (v) below,</p> <p>SEE CONTINUATION SHEET</p> <p><i>01</i></p> <p><i>A</i></p>	
<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>		

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

(A)

(v) any credit balance on any account of the Company with the Finance Companies,  
(vi) any credit balance on any account of the Company with any bank or other person,  
(vii) all goodwill and uncalled capital for the time being of the Company,  
(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 Company) In addition,  
(a) all rights to subscribe or convert other securities into or otherwise acquire any such securities now or at any time after the date of the Debenture belonging to the Company,  
(b) 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 to the Debenture, collectively called the "securities"),  
(ix) all letters, patents, trade marks, service marks, designs, utility models, copyright, 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 of the above (whether registered or unregistered) at the time of the making of the Debenture or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule to the Debenture, collectively called the "intellectual property"),  
(x) all policies of life insurance or assurance and all rights and claims to which the Company is at the time of the making of the Debenture or may at any time afterwards, become entitled in relation to the proceeds thereof of any other policies or insurance of any description (including, without limitation, the insurance mentioned in clause 8(a) to the Debenture),  
(xi) all rights and other property to which the Company is at the time of the making of the Debenture 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 Company 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) at the time of the making of the Debenture, or at any time afterwards, entered into by the Company,  
(xiii) the proceeds of sale of any property mentioned above  
d) By way of floating charge all the undertaking of the Company 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 under the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated

# MG01

## 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

N/A

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

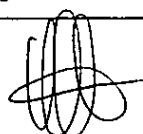
### Signature

Please sign the form here

Signature

Signature

X



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 **ANTHONY LEE**

Company name **HSBC ASSET FINANCE (UK) LTD &**

**HSBC EQUIPMENT FINANCE (UK) LTD**

Address **SECURITIES**

**1ST FLOOR WING**

**12 CALTHORPE ROAD**

Post town **EDGBASTON**

County/Region **BIRMINGHAM**

Postcode **B 1 5 1 H S**

Country

DX

Telephone **01214501015**



### 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)**



**FILE COPY**

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

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

**COMPANY NO. 2032494**

**CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 APRIL 2013  
AND CREATED BY ASPALL CYDER LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO HSBC ASSET FINANCE (UK) LTD AND HSBC EQUIPMENT  
FINANCE (UK) LTD ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 4 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 APRIL 2013

*R*