

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

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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

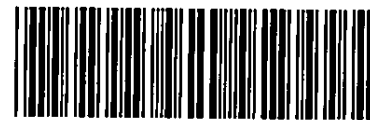
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

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02/07/2010

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COMPANIES HOUSE

1

Company details

Company number

2 2 9 2 4 8 8

Company name in full

Avocet Hardware (Taiwan) Limited (the "Company")

2

For official use

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

2 9 10 6 2 0 1 0

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

Composite guarantee and debenture (the "**Debenture**") between, inter alia, the Company and KBC Business Capital, a division of KBC Bank NV (the "**Bank**")

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 alone or in any other capacity whatsoever) of the Company to the Bank under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture) ("**Secured Obligations**")

All capitalised terms not otherwise defined in this form shall have the meaning as set out in the Debenture.

Continuation page

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

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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 KBC Business Capital (a division of KBC Bank NV)

Address 5th Floor, 111 Old Broad Street, London

Postcode E C 2 N 1 B 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

Continuation page

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

Short particulars

1 Fixed Security

1.1 Fixed charges

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage the Specified Real Property,
- (b) by way of first fixed charge
 - (i) all Real Property and all interests in Real Property not charged by clause 5 1(a) of the Debenture),
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
 - (iii) the proceeds of sale of all Real Property other than Specified Real Property,
- (c) by way of first fixed charge all Specified P&M,
- (d) by way of first fixed charge the benefit of all contracts, licences and warranties relating to the Specified P&M,
- (e) by way of first fixed charge all P&M (not charged by clauses 5 1(a), 5 1(b) or 5 1(c) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,
- (f) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c) of the Debenture), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of the Company's Inventory,
- (g) by way of first fixed charge the Charged Securities,
- (h) by way of first fixed charge all Securities Rights from time to time accruing to the Charged Securities,
- (i) by way of first fixed charge all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities,
- (j) by way of first fixed charge all Securities (not charged by clause 5 1(g) of the Debenture),
- (k) by way of first fixed charge (A) all Securities Rights from time to time accruing to those Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Securities,
- (l) by way of first fixed charge the Intellectual Property specified in schedule 4 of the Debenture,

Continued on continuation sheet attached

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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

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

Please sign the form here

Signature

Signature

X Wragge - & LLP X

This form must be signed by a person with an interest in the registration of the charge

CHFP025

05/10 Version 4.0

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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 Rob Bridgman

Company name Wragge & Co LLP

Address 55 Colmore Row

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 A S

Country United Kingdom

DX DX 13036 Birmingham 1

Telephone 01212331000



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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continued from form MG01

- (m) by way of first fixed charge all Intellectual Property (if any) not charged by clause 5 1(q) of the Debenture),
- (n) to the extent that any Assigned Asset is not effectively assigned under clause 5 2 of the Debenture, by way of first fixed charge, such Assigned Asset,
- (o) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and
 - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
- (p) by way of first fixed charge all of the goodwill and uncalled capital of the Company

1.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

- (a) the proceeds of the sale of any Specified Real Property,
- (b) the proceeds of the sale of any Specified P&M,
- (c) the proceeds of the sale of any Charged Securities,
- (d) the proceeds of the sale of any Intellectual Property specified in schedule 4 of the Debenture,
- (e) the Inventory Insurances, all claims under the Inventory Insurances and the proceeds of the Inventory Insurances,
- (f) the P&M Insurances, all claims under the P&M Insurances and the proceeds of the P&M Insurances,
- (g) the Real Property Insurances, all claims under the Real Property Insurances and the proceeds of the Real Property Insurances,
- (h) the Insurances, all claims under the Insurances and all proceeds of the Insurances, and
- (i) Other Receivables (not assigned under clauses 5 2(a) to 5 2(h) (inclusive) of the Debenture

To the extent that any Assigned Asset described in clauses 5 2(a) to 5 2(i) (inclusive) of the Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of an Assigned Asset

2 Floating charge

The Company charged and agreed to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1, 5 1 or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland



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

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

COMPANY NO. 2292488
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 29 JUNE 2010 AND CREATED BY AVOCET
HARDWARE (TAIWAN) LTD FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO KBC BUSINESS
CAPITAL (A DIVISION OF KBC BANK NV) 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 2
JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JULY 2010

D X



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES