

MG01

Particulars of a mortgage or charge



3 77962/39

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
particulars of a charge for
company. To do this, please
use form MG01s

FRIDAY



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10/02/2012

#20

COMPANIES HOUSE

1 Company details

Company number 0 2 8 6 4 6 3 7

Company name in full Midland Precision Limited ("Company")

2

→ **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 d0 d6 m0 m2 y2 y0 y1 y2

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 dated 6 February 2012 and made between (1) the Company and (2)
Clydesdale Bank PLC (trading as Yorkshire Bank) ("Bank") (the "Charge")

4 Amount secured

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

Amount secured

All sums of money which the Company may now or at any time in
the future owe to the Bank and all liabilities which the
Company may now or at any time in the future owe to the Bank

The sums of money and liabilities referred to above shall
include

- * sums and liabilities due or owing by the Company alone
and/or jointly with any other person,
- * sums and liabilities owed as guarantor, indemnifier or
security giver for any other person,
- * sums and liabilities which may or may not become payable
depending on the outcome of future events, including any
sums and liabilities which would become payable on demand by
the Bank,
- * sums and liabilities owed by the Company to another person,
the rights to which have been transferred to the Bank, and
- * sums and liabilities owed on the Company's current or any
other accounts,

together with all Interest (as defined below) and Costs (as
defined below) ("Secured Obligations")

Continuation page

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

MG01**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 Clydesdale Bank PLC (company number SC001111)

Address 30 St Vincent Place

Glasgow

Postcode G 1 2 H L

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

As security for the payment and discharge of the Secured Obligations and all other sums and liabilities owed under the Charge the Company with full title guarantee charges to the Bank:

- 1 by way of legal mortgage the property (if any) particulars of which are set out in Box B of the Charge (none specified), together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property,
2. by way of fixed charge:
 - (1) all other (if any) freehold and leasehold property of the Company whether acquired before or after the date of the Charge together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property,
 - (11) all (if any) plant, machinery, vehicles, computers and office and other equipment of the Company particulars of which are set out in Box C of the Charge (none specified) together with the benefit of all relevant contracts, warranties and maintenance arrangements;
 - (111) all other (if any) plant, machinery, vehicles, computers and office and other goods and equipment of the Company together with the benefit of all relevant contracts, warranties and maintenance arrangements;

Cont'd .

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7 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 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 DHA Pipe UK LLP X

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

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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 Robert Cokburn

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region

Postcode L S 1 4 B Y

Country

DX DX: 12017 LEEDS

Telephone 08700 111 111



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

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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>(iv) the Debts (as defined below),</p> <p>(v) the Bank Debts (as defined below),</p> <p>(vi) the goodwill and any uncalled capital of the Company both now and at any time in the future;</p> <p>(vii) all stocks, shares, bonds and other securities whether marketable or not and all other interests (including but not limited to loan capital) of the Company in any company or other person now and at any time in the future together with all related dividends and other rights; and</p> <p>(viii) all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property of the Company now and in the future; and</p> <p>3. by way of floating charge the Company's undertaking and all its property, assets and rights whatsoever now and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 3.1 1 to 3 1.9 (inclusive) of the Charge (more particularly described above at paragraphs 1 and 2 of panel 6 of this form MG01) but including any assets of the Company situated in Scotland, whether or not effectively charged pursuant to paragraphs 3.1.1 to 3.1 9 (inclusive) of the Charge (more particularly described at paragraphs 1 and 2 of panel 6 of this form MG01).</p> <p>Note 1 - Floating Charge</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as incorporated by Schedule 16 of the Enterprise Act 2002) is expressed to apply to the floating charge created pursuant to the Charge</p>	

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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

Note 2 - Restrictions on the Company's rights to deal with assets charged to the Bank and negative undertakings

1. The Company agrees that it will not:
 - 1 1 without obtaining the Bank's written consent, dispose of or create or permit to subsist or arise any Encumbrance (as defined below) on or over, the Debts or any part of the Debts or release, set off, compound, sell, factor, discount or deal with the Debts other than in accordance with paragraph 5.1.12 of the Charge;
 - 1 2 dispose of or extinguish or reduce any Bank Debt or create or permit to subsist or arise any Encumbrance (including without limitation in this case any right of combination of accounts or set off or any similar right) on or over the Bank Debts;
 - 1 3 create or attempt to create or permit to subsist or arise in favour of any person any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over Charged Assets (as defined below) other than land) on or affecting the Charged Assets or any part of the Charged Assets; or
 - 1.4 subject to the other provisions of the Charge, dispose of the Charged Assets or any part of the Charged Assets or agree so to do except in the case of:
 - 1 4 1 stock-in-trade, which may, subject to the other provisions of the Charge, be disposed of at full market value in the usual course of trading as now conducted and for the purpose of carrying on the Company's business, and
 - 1 4.2 other Floating Charge Assets (as defined below) which may, subject to the other provisions of the Charge, be disposed of in the ordinary course of business and at full market value.
2. The Company undertakes to the Bank that it will not
 - 2.1 open or operate any banking or similar account with any other person;
 - 2.2 remove any fixtures (including trade fixtures) or any fixed plant and machinery from the Property (as defined below);
 - 2.3 without the Bank's written consent, grant or agree to grant any lease or licence or other rights of occupation in respect of, or part with or share possession or occupation of the Property, or grant or agree to grant any legal or equitable right or interest of any kind over the Property;

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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>2 4 accept or agree to accept from any tenant or licensee of the Property any surrender of any lease or licence of the Property;</p> <p>2 5 waive or vary the terms of any lease or licence of the Property;</p> <p>2 6 without the Bank's written consent, make or permit to be made any alteration or addition to or removal from the Property, or make or permit any change in the use of the Property, which would require planning permission or approval under any applicable building regulations,</p> <p>2.7 without the Bank's written consent, pull down or remove any buildings comprised in the Property, alter the Property structurally or remove any trade or other fixtures from the Property,</p> <p>2 8 issue any redeemable shares or redeem or purchase any of its own shares; or</p> <p>2 9 withdraw all or any monies from the account nominated by the Bank to receive the proceeds of collected Debts under paragraph 5 1 12 of the Charge except with the Bank's prior consent.</p> <p>Note 3 - Receiver and administrator</p> <p>The Charge contains the power to appoint a Receiver over the whole or part of the Charged Assets and the power to appoint an administrator of the Company.</p> <p>Note 4 - Power of attorney</p> <p>The Charge contains a power of attorney in favour of the Bank and any Receiver</p> <p>Note 5 - Further assurance</p> <p>The Company will at any time when requested by the Bank execute and deliver in the Bank's favour or as it may direct any legal or other assignments, mortgages, charges, transfers or other documents in respect of the Charged Assets. Such documents shall be in such form as the Bank may reasonably request and shall be prepared by or on behalf of the Bank at the Company's cost.</p> <p>Definitions</p> <p>"Bank Debts" means all sums of money standing to the credit of the Company on any account with any bank (other than the Bank) or other financial institution, other than any of those sums which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Charge,</p> <p>"Charged Assets" means all the property, assets and rights of the Company described or referred to in paragraph 3.1 of the Charge (more particularly described in panel 6 of this form MG01) and any part or parts of such property, assets and rights;</p> <p>"Costs" means banking charges and all costs and expenses (including the</p>	

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Short particulars

Bank's internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the rights of the Bank or any receiver under the Charge, calculated as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time;

"Debts" means the book and other debts now and from time to time due or owing to the Company other than:

(a) any of those debts which the Bank may have at any time agreed specifically in writing to exclude or release from the charges contained in the Charge,

(b) any of those debts which are now or at any time in the future assigned to the Bank absolutely pursuant to a receivables financing agreement made between the Company and the Bank, and

(c) Bank Debts;

"Encumbrance" means any mortgage, charge, pledge, lien, standard security, assignment by way of security or other security interest of any kind;

"Floating Charge Assets" means the undertaking, property, assets and rights of the Company charged to the Bank under paragraph 3.1.10 of the Charge (more particularly described at paragraph 3 of panel 6 of this form MG01);

"Interest" means interest at the applicable rate or rates agreed between the Company and the Bank from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Company and the Bank for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Company and the Bank in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgement is obtained by the Bank,

"Property" means the freehold and/or leasehold property of the Company charged by paragraphs 3.1.1 and 3.1.2 of the Charge (more particularly described in paragraphs 1 and 2(1) of panel 6 of this form MG01) or any part or parts of such property; and

"Receiver" means any person or persons appointed as receiver and/or administrative receiver pursuant to the terms of the Charge and the expression includes any substituted receiver or receivers or administrative receiver or receivers.



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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2864637
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 FEBRUARY
2012 AND CREATED BY MIDLAND PRECISION LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CLYDESDALE BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 10 FEBRUARY
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 FEBRUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES