



**Registration of a Charge**

Company name: **GARDNER AEROSPACE - DERBY LIMITED**

Company number: **03563546**

Received for Electronic Filing: **16/06/2015**



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**Details of Charge**

Date of creation: **15/06/2015**

Charge code: **0356 3546 0030**

Persons entitled: **RBS INVOICE FINANCE LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**NORTON ROSE FULBRIGHT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3563546

Charge code: 0356 3546 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th June 2015 and created by GARDNER AEROSPACE - DERBY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th June 2015 .

Given at Companies House, Cardiff on 17th June 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## Debenture - Company/LLP

**THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND RBSIF IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.**

**Client:** Gardner Group Limited, company number 04672639

Gardner Aerospace – Derby Limited, company number 03563546

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Gardner Aerospace – Basildon Limited, company number 03921668

Gardner Aerospace – Hull Limited, company number 00644243

Gardner Aerospace-Broughton Limited, company number 05942288

Sign & Dated *Norton Rose Fulbright*

Gardner BTC Limited, company number 07485948

**Obligor:** Each Client

*16 June 2015*

Gardner Aerospace – Burnley Limited, company number 04037765

**RBSIF:** RBS Invoice Finance Limited

### 1. Obligor's Obligations

The Obligor will pay to RBSIF on demand all its Obligations. The Obligor's **Obligations** are all the Obligor's liabilities to RBSIF (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the same rate as the discounting charge charged by RBSIF to the Client in accordance with the terms of a Debt Purchase Agreement, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by RBSIF;
- 1.2 any expenses RBSIF or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:
  - 1.2.1 the Property charged by Clause 2;
  - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

References to **Property** include any part of it and references to **Land** are to any interest in heritable, freehold or leasehold land.

Where the Client is more than one person their obligations under this Deed are joint and several and references to the **Client** are to them together and separately.

Where the Obligor is more than one person the Obligor's Obligations include their joint and several liabilities. References to the **Obligor** are to them together and separately.

### 2. Charge

The Obligor, as a continuing security for its Obligations and with full title guarantee, gives to RBSIF:

- 2.1 a legal mortgage over all Land vested in the Obligor specified in the Schedule;
- 2.2 a fixed charge over the following Property of the Obligor, owned now or in the future:
  - 2.2.1 all Land vested in or charged to the Obligor all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land;
  - 2.2.2 all plant and machinery, including any associated warranties and maintenance contracts;
  - 2.2.3 all the goodwill of the Obligor's business;

- 2.2.4 any uncalled capital;
- 2.2.5 all stock, shares and other securities held by the Obligor at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities;
- 2.2.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights;
- 2.2.7 the benefit of any hedging arrangements, futures transactions or treasury instruments;
- 2.2.8 all Non-Vesting Debts and their Related Rights;

A **Subsidiary** is an entity controlled, directly or indirectly, by the Obligor or by a Subsidiary of the Obligor.

**Control** means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.

**Non-Vesting Debts** means all Debts which fail to vest in RBSIF under any Debt Purchase Agreement.

**Related Rights and Debts** have the meanings given to them under any Debt Purchase Agreement.

**Debt Purchase Agreement** means any debt purchase facility entered into between the Client and RBSIF (including the asset based financing facility agreement between, amongst others, the Client and RBSIF dated on or around the date of this deed (as amended, amended and restated, varied, supplemented or novated from time to time).

- 2.3 a floating charge over all the other property, assets and rights of the Obligor owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by RBSIF.

### 3. Restrictions

The Obligor will not, without RBSIF's prior written consent (other than as permitted by the terms of a Debt Purchase Agreement):

- 3.1 permit or create any mortgage, standard security, charge or lien on the Property;
- 3.2 dispose of the Property charged by Clauses 2.1 and 2.2;
- 3.3 dispose of the Property charged by Clause 2.3, other than in the ordinary course of business;
- 3.4 call on, or accept payment of, any uncalled capital;
- 3.5 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting;
- 3.6 dispose of, part with or share possession or occupation of any of its Land.

### 4. Conversion of Floating Charge to Fixed Charge

- 4.1 RBSIF may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Obligor will not dispose of the affected Property without RBSIF's consent.
- 4.2 The floating charge will become a fixed charge if an administrator of the Obligor is appointed.

### 5. Possession and Enforceability

- 5.1 RBSIF does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Obligor will continue in possession until RBSIF takes possession.
- 5.2 RBSIF may take possession and enforce this deed if:
  - 5.2.1 RBSIF demands payment of any of the Obligor's Obligations;

- 5.2.2 the Obligor asks RBSIF, or RBSIF receives notice of intention, to appoint an administrator or an administration application is made;
- 5.2.3 a meeting is called or a petition is presented for liquidation of the Obligor;
- 5.2.4 any security is enforced in respect of any assets of the Obligor;
- 5.2.5 a Termination Event (as defined in any Debt Purchase Agreement) occurs.

5.3 Any purchaser or third party dealing with RBSIF or a receiver may assume that RBSIF's powers have arisen and are exercisable without proof that demand has been made.

5.4 RBSIF will not be liable to account to the Obligor for any money not actually received by RBSIF.

## **6. Appointment of Receiver or Administrator**

6.1 RBSIF may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Obligor.

6.2 Any receiver will be the Obligor's agent and the Obligor (and not RBSIF) will be responsible for the acts, defaults and remuneration of the receiver. RBSIF may fix and pay the receiver's fees and expenses at the expense of the Obligor.

## **7. Powers of RBSIF, an Administrator or Receiver**

7.1 RBSIF, an administrator or any receiver may:

- 7.1.1 carry on the Obligor's business;
- 7.1.2 enter, take possession of, and/or generally manage the Property;
- 7.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land;
- 7.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to **Land** or **Property** include land or property that is purchased by RBSIF or a receiver under this power;
- 7.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land;
- 7.1.6 complete any transactions by executing any deeds or documents in the name of the Obligor;
- 7.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise;
- 7.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
- 7.1.9 if the Obligor is a company, call up any uncalled capital with all the powers conferred by the Obligor's articles of association;
- 7.1.10 if the Obligor is an LLP, call up any capital due from the Obligor's members with all the powers conferred by the members' agreement in relation to capital contributions;
- 7.1.11 employ advisers, consultants, managers, agents, workmen and others;
- 7.1.12 purchase or acquire materials, tools, equipment, furnishing, goods or supplies;
- 7.1.13 do any acts which RBSIF or a receiver considers to be incidental or beneficial to the exercise of their powers.

7.2 A receiver may borrow and secure the repayment of any money, in priority to the Obligor's Obligations.

7.3 Joint receivers may exercise their powers jointly or separately.

- 7.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 7.5 RBSIF may exercise any of its powers even if a receiver has been appointed.
- 7.6 RBSIF may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise RBSIF will only exercise those rights as instructed by the Obligor.
- 7.7 RBSIF may set off any amount due from the Obligor against any amount owed by RBSIF to the Obligor. RBSIF may exercise this right, without prior notice, both before and after demand. For this purpose, RBSIF may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 7.8 Any credit balance with RBSIF will not be repayable, or capable of being disposed of, charged or dealt with by the Obligor, until the Obligor's Obligations have been paid in full. RBSIF allowing the Obligor to make withdrawals will not waive this restriction.
- 7.9 This deed may be enforced against the Obligor without RBSIF first having recourse to any other right, remedy, guarantee or security held by or available to RBSIF.
- 7.10 Section 93 of the Law of Property Act 1925 will not apply to this deed.
- 7.11 The powers of sale and appointing a receiver conferred by this deed will be exercisable without the restrictions contained in section 103 of the Law of Property Act 1925 or otherwise.
- 7.12 The powers set out in this Clause 7 are in addition to powers conferred on administrators or receivers by statute.

## **8. Application of Payments**

- 8.1 RBSIF may apply any payments received for the Obligor to reduce any of the Obligor's Obligations, on the terms set out in the relevant Debt Purchase Agreement.
- 8.2 If RBSIF receives notice of any charge or other interest affecting the Property (other than as permitted by the terms of a Debt Purchase Agreement) RBSIF may suspend the Client's account(s) and open a new account or accounts. Regardless of whether RBSIF suspends the account(s), any payments received by RBSIF after the date of the notice will be applied first to repay any of the Obligor's Obligations arising after that date.

## **9. Preservation of other Security and Rights and Further Assurance**

- 9.1 This deed is in addition to any other security for the Obligor's Obligations held by RBSIF now or in the future. RBSIF may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or RBSIF's other rights.
- 9.2 On request, the Obligor will execute any deed or document, or take any other action required by RBSIF, to perfect, enhance or facilitate the realisation of RBSIF's security under this deed.
- 9.3 The Obligations of the Obligor under this deed will not be affected by any act or omission which, but for this deed, would reduce, release or prejudice any of its Obligations under this deed (without limitation and whether or not known to it or to RBSIF) including:
- 9.3.1 any extension of time, waiver or consent granted to, or composition with, the Obligor or other person;
- 9.3.2 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Obligor or any other person or any failure to comply with any requirement of any instrument or any failure to realise the full value of any security;
- 9.3.3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Obligor or any other person;
- 9.3.4 any amendment, novation, supplement, extension, restatement or replacement of the Debt Purchase Agreement or any other document or security including, without limitation, any change in the purpose

of, any extension or increase in any facility or the addition of any new facility under the Debt Purchase Agreement or other document or security;

9.3.5 any unenforceability, illegality or invalidity of any obligation of any person under the Debt Purchase Agreement or any other document or security;

9.3.6 any insolvency, administration or similar proceedings of the Obligor or any other person.

## **10. Certificate of the Obligor's Obligations**

A certificate signed by an official or manager of RBSIF as to the cause, existence or amount of the Obligor's Obligations or the amount due from the Obligor under this deed will be conclusive evidence save in the case of manifest error or on any question of law.

## **11. Power of Attorney**

To give effect to this deed and secure the exercise of any of its powers, the Obligor irrevocably appoints RBSIF, and separately any receiver, to be the Obligor's attorney (with full power of substitution and delegation), in the Obligor's name upon the occurrence of the events set out on Clause 5 of this deed to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

## **12. Consents, Notices and Demands**

12.1 All consents, notices and demands must be in writing.

12.2 RBSIF may deliver a notice or demand to the Obligor at its registered office, at the contact details last known to RBSIF or at the Address for Service if specified.

12.3 A notice or demand signed by an official or manager of RBSIF will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

12.4 A notice from the Obligor to RBSIF must be addressed to the Obligor's Relationship Manager and will be effective on receipt.

## **13. Transfers**

13.1 RBSIF may allow any person to take over any of its rights and duties under this deed. The Obligor authorises RBSIF to give that person or its agent any financial or other information about the Obligor. References to RBSIF include its successors.

13.2 The Obligor may not transfer any of its rights or obligations under this deed.

## **14. Reinstatement**

Where any discharge (whether in respect of the Obligations of the Obligor or any security for those Obligations or otherwise) is made in whole or in part or any arrangement is made in reliance on any payment, security or other disposition which is avoided or must be restored on insolvency or otherwise the Obligor's Obligations under this deed will continue as if the discharge or arrangement had not occurred. RBSIF may concede or compromise any claim that a payment, security or other disposition is liable to avoidance or restoration.

## **15. Law**

15.1 This deed is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction.

15.2 For the benefit of RBSIF, the Obligor irrevocably submits to the jurisdiction of the courts of England and Wales and irrevocably agrees that a judgment in any proceedings in connection with this deed in those courts will be conclusive and binding on the Obligor and may be enforced against the Obligor in the courts of any other jurisdiction.

15.3 If an Address for Service is specified, it, or any other address provided for this purpose, will be an effective address for service of proceedings on the Obligor.

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## Schedule

### Land

Chargor/Owner	Address	Freehold/Leasehold	Title number
Gardner Group Limited	Unit 9 Victory Park Way, Derby, DE24	Freehold	DY458585

**In Witness** of which this deed has been duly executed and delivered on the date specified below

Dated: 15 June 2015

## EXECUTION

**Executed and delivered as a deed by  
Gardner Group Limited,**

acting by a director and its secretary or two directors, or a director in the presence of a witness

Where only one Director signs, a witness is required

Director

Print Full Name  
(BLOCK CAPITALS)

Director / Secretary

Print Full Name  
(BLOCK CAPITALS)

Witness' Signature

Print Witness Full Name  
(BLOCK CAPITALS)

Address

**Executed and delivered as a deed by  
Gardner Aerospace – Derby Limited,**

acting by a director and its secretary or two directors,  
or a director in the presence of a witness

Where only one Director signs, a witness  
is required

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Director / Secretary

\_\_\_\_\_  
Print Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Print Witness Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Address  
\_\_\_\_\_

**Executed and delivered as a deed by  
Gardner Aerospace – Basildon Limited,**

acting by a director and its secretary or two directors,  
or a director in the presence of a witness

Where only one Director signs, a witness  
is required

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Director / Secretary

\_\_\_\_\_  
Print Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Print Witness Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Address  
\_\_\_\_\_

**Executed and delivered as a deed by  
Gardner Aerospace – Burnley Limited,**

acting by a director and its secretary or two directors,  
or a director in the presence of a witness

Where only one Director signs, a witness  
is required

Director

Print Full Name  
(BLOCK CAPITALS)

Director / Secretary

Print Full Name  
(BLOCK CAPITALS)

Witness' Signature

Print Witness Full Name  
(BLOCK CAPITALS)

Address

**Executed and delivered as a deed by  
Gardner Aerospace – Hull Limited,**

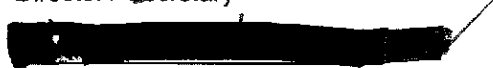
acting by a director and its secretary or two directors,  
or a director in the presence of a witness

Where only one Director signs, a witness  
is required

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Print Full Name  
(BLOCK CAPITALS)

  
\_\_\_\_\_  
Director / Secretary

  
\_\_\_\_\_  
Print Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Print Witness Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Address  
\_\_\_\_\_

**Executed and delivered as a deed by  
Gardner Aerospace-Broughton Limited,**

acting by a director and its secretary or two directors,  
or a director in the presence of a witness

Where only one Director signs, a witness  
is required

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Director / Secretary

\_\_\_\_\_  
Print Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Print Witness Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Address  
\_\_\_\_\_


**Executed and delivered as a deed by  
Gardner BTC Limited,**

acting by a director and its secretary or two directors,  
or a director in the presence of a witness

Where only one Director signs, a witness  
is required

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Print Full Name  
(BLOCK CAPITALS)

  
\_\_\_\_\_  
Director / Secretary

  
\_\_\_\_\_  
Print Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Print Witness Full Name  
(BLOCK CAPITALS)

\_\_\_\_\_  
Address  
\_\_\_\_\_

Signed for **RBS Invoice Finance Limited**

[Redacted signature]

[Redacted name]

Name (Block capitals)