

MG01

Particulars of a mortgage or charge

144208/39



iris  
LASERFORM

**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 on  
company property. To do this, please use  
form MG01s

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COMPANIES HOUSE

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1

**Company details**

Company number

0 4 0 1 3 4 8 7

Company name in full

Mettis Aerospace (Holdings) Limited (the "Company")

**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 d5 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

Deed of assignment between the Company and Bank Leumi (U K ) Plc (the  
"Bank") (the "Deed of Assignment")

4

**Amount secured**

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

Amount secured

All moneys, obligations and liabilities whatsoever  
which may now or at any time in the future be due,  
owing or incurred by the Mettis Companies to the  
Bank or for or in respect of which the Mettis  
Companies may be liable to the Bank whether present  
or future, actual or contingent on any account  
whatsoever and in any manner whatsoever, as  
principal or surety and whether alone or jointly  
with any other party or parties including, without  
limitation, interest, legal and other costs,  
charges and expenses (the "Indebtedness")

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Bank Leumi (U K ) Plc	
Address	20 Stratford PLace	
	London	
Postcode	W 1 C 1 B G	
Name		
Address		
Postcode		

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>Pursuant to clause 2 of the Deed of Assignment, as security for the payment and discharge of its obligations under the Deed of Assignment and in respect of the Indebtedness, the Company with full title guarantee assigned by way of security to the Bank all the Assigned Rights</p> <p>Pursuant to clause 3 of the Deed of Assignment the Company covenanted that for so long as it remains under any obligation to the Bank in respect of the Indebtedness it shall</p> <p>(a) comply with each and every covenant, obligation and provision contained in the Lease and use its best endeavours to procure that all other parties to the Lease do likewise and shall not (save with the Bank's prior written consent) amend, vary, extend, release, determine or rescind the Lease or grant any time or indulgence or compound with, discharge, waive, release or vary the liability of any other person under the Lease or consent to any act or omission which would otherwise constitute a breach or concur in accepting or varying any compromise arrangement or settlement relating thereto or do or suffer any act or thing whereby the recovery of the Rents may be delayed or impeded;</p> <p>(b) deposit the Lease with the Bank and, to the extent that the Lease is not from time to time deposited with the Bank, hold the same upon trust for the Bank,</p> <p>(c) not, without the Bank's prior written consent, create or permit to exist any Encumbrance (other than in favour of the Bank as security for the Indebtedness) on or against any or all of the Assigned Rights and/or any of the property, assets or undertaking of the Company whatsoever or wheresoever situated,</p> <p>(d) not, without the Bank's prior written consent, sell, transfer, lend, lease or otherwise dispose of, whether by single transaction or a number of transactions (related or not) the whole or a substantial part of the Company's undertaking, business, property or assets nor incur any liabilities or obligations so to do (whether actual or contingent) to any person, and</p> <p>PLEASE SEE CONTINUATION PAGE 1</p>	

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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 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  X

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

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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 Martin Myers

Company name Hammonds LLP

Address 7 Devonshire Square

Post town London

County/Region

Postcode E C 2 M 4 Y H

Country

DX 136546 Bishopsgate 2

Telephone +44 (0)20 7655 1000



### 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)

**MG01 - continuation page**  
Particulars of a mortgage or charge

6	<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>CONTINUATION PAGE 1</p> <p>(e) not, without the Bank's prior written consent, permit any assignment or other dealing or Encumbrance whatsoever to occur (other than in favour of the Bank as security for the Indebtedness) in connection with the Lessee's rights or obligations under the Lease</p> <p>Pursuant to clause 5 of the Deed of Assignment the Company agreed that at any time and from time to time, upon the written request of the Bank, the Company will (at its own expense) promptly and duly execute and deliver any and all such further instruments and documents and do all such other things as the Bank may deem reasonably necessary or desirable for the purpose of obtaining the full benefit of the Deed of Assignment and of the powers granted therein</p> <p><b>DEFINITIONS</b></p> <p><b>"Assigned Rights"</b> means all the rights, titles, benefits and interests, whether present or future, of the Company to the Rents including the right to receive the same and the full benefit of any guarantee or security for the performance thereof at the date of the Deed of Assignment or at any time thereafter given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing.</p> <p><b>"Encumbrance"</b> means any mortgage, standard security, pledge, lien, hypothecation, title retention, charge, assignment or assignation by way of security or other agreement or arrangement having the effect of conferring security</p> <p><b>"Lease"</b> means the lease specified in Part 1 of Schedule 1 (Details of Leases) of the Deed of Assignment namely a lease of whole at Windsor Road, Redditch, Worcestershire, B97 6EF dated 30 September 2003 between Mettis Group Limited and Mettis Aerospace Limited, in respect of the Property or any part thereof and any other lease or leases which the Company may from time to time grant in respect of the Property together with any other documents affecting the Assigned Rights which expression shall extend to and include the whole or any part thereof and any amendment, variation, substitution or extension thereof</p> <p><b>"Lessee"</b> means the lessee or lessees from time to time under any Lease including, without limitation, the lessee or lessees specified in Part 2 of Schedule 1 (Details of Current Tenants) of the Deed of Assignment namely Mettis Aerospace Limited (Company Number 03292360) whose registered office is at Windsor Road, Redditch, Worcestershire, B97 6EF</p> <p><b>"Mettis"</b> means Mettis Group Limited (Company Number 03657564) whose registered office is at Windsor Road, Redditch, Worcestershire, B97 6EF</p> <p><b>"Mettis Companies"</b> means together the Company and Mettis and <b>"Mettis Company"</b> shall mean each and any of them</p> <p><b>"Property"</b> means the property or properties described in Schedule 2</p>

MG01 - continuation page  
Particulars of a mortgage or charge

<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>(Details of Property) of the Deed of Assignment namely the freehold property know as land to the north of Windsor Road, Redditch, Worcestershire ,B97 6EF registered at the Land Registry under title number HW176785.</p> <p>"Rents" means all moneys from time to time due, owing or incurred to the Company under the Lease (other than sums receivable by the Company by way of insurance contributions, service charge, payments to sinking funds or any VAT payable thereon)</p>	



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

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

**COMPANY NO. 4013487  
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 5  
JULY 2010 AND CREATED BY METTIS AEROSPACE  
(HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO BANK LEUMI (UK) PLC  
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 8 JULY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2010**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**