

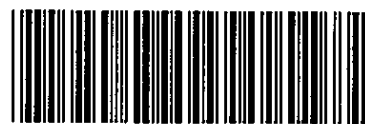
MR04

Statement of satisfaction in full or in part of
a charge

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP
LL MR04



A11 15/02/2016 #254
COMPANIES HOUSE

1 Company details

Company number 0 4 0 1 3 4 8 7

Company name in full Mettis Aerospace (Holdings) Limited

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete Part A and Part C

→ On or after 06/04/2013 Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 2 0 1 4 2 0 1 7

A2 Charge number

Please give the charge number This can be found on the certificate

Charge number*

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description Composite Guarantee and Debenture (the "Guarantee
and Debenture")

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

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Please see continuation page

Continuation page

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code **1**

- -

1 Charge code

This is the unique reference code allocated by the registrar

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>1 Each Charging Company with full title guarantee has charged with the payment and discharge to the Lender of all the Secured Liabilities</p> <ul style="list-style-type: none"> (a) by way of first legal mortgage all estates or interests owned by it in the Legally Mortgaged Property, (b) by way of first fixed charge all of its estates and interests in any freehold or leasehold property at the date of the Guarantee and Debenture or at any time thereafter belonging to it (other than the Legally Mortgaged Property) together with all its present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein, (c) by way of first fixed charge all its plant, machinery, vehicles and other equipment at the date of the Guarantee and Debenture or at any time thereafter owned by it together with the benefit of any obligations and warranties given to it by the manufacturer or supplier of such plant, machinery, vehicles or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery, vehicles and other equipment, (d) by way of first fixed charge the Shares owned by it, (e) by way of first fixed charge all its Investment Interests, (f) by way of first fixed charge all its licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, business names, design rights, moral rights, inventions, know-how and rights in confidential information at the date of the Guarantee and Debenture or at any time belonging to it, (g) by way of first fixed charge its goodwill and the uncalled capital both present and future, (h) by way of first fixed charge the book debts and monetary claims due or owing to it in any manner whatsoever both present and future, (i) by way of first fixed charge all balances standing to the credit of any of its current, deposit or other account with the Lender or with other banks, lenders, financial institutions or similar third parties and the debt or debts represented thereby, other than any such balances to the extent effectively assigned to the Lender under the Guarantee and Debenture, (j) by way of first fixed charge all its benefits in respect of all contracts and policies of insurance which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Lender under the Guarantee and Debenture, and (k) by way of first floating charge its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots law), other than any property or assets effectively mortgaged, charged by way of fixed charge or assigned to the Lender under the Guarantee and Debenture

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Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>2 The Company has assigned with full title guarantee absolutely to the Lender as security for the payment and discharge of all the Secured Liabilities, all of its right, title and interest, present and future, in and to the Insurance Policies</p> <p>To the extent (if any) that such right, title and/or interest is not assignable, such assignment will operate as an assignment of all proceeds received by the Charging Company under the Insurance Policies as security for the Secured Liabilities</p> <p>3 Each Charging Company has covenanted that (without the prior consent of the Lender) it shall not</p> <p>(a) create (or permit to subsist) any Security over all or any part of its present or future revenues or assets, except as permitted under the Intercreditor Deed and/or First Creditors Financing Documents, or</p> <p>(b) sell, lease, transfer or otherwise dispose of (by one or more transactions or series of transactions whether related or not) the whole or any part of its revenues or assets</p> <p>4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Guarantee and Debenture</p>	

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Definitions

The terms and expressions used in this form have the meanings as set out below

"Charging Companies" means the Company and the Guarantors and **"Charging Company"** will be construed accordingly,

"Company" means Mettis Group Limited (registered number 03657564), whose registered office is at Windsor Road, Redditch, Worcestershire B97 6EF,

"Excluded Property" means any leasehold property held by a Charging Company under any lease which either precludes absolutely or conditionally (including requiring the consent of any third party) such Charging Company from creating any mortgage or charge over its leasehold interest in that property,

"Finance Documents" means the Loan Agreement, the Guarantee and Debenture and the Intercreditor Deed,

"First Creditor's Financing Documents" has the meaning given to such term in the Intercreditor Deed,

"Guarantors" means the Company, Mettis Aerospace (Holdings) Limited, High Duty Alloys Limited and Mettis Aerospace Limited and **"Guarantor"** will be construed accordingly,

"Insurance Policies" means the insurance policies in which a Charging Company may have an interest;

"Intercreditor Deed" means the intercreditor deed dated 16 April 2007 entered into between Landsbanki Commercial Finance, the Lender and the Charging Companies,

"Investment Interests" means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments after the date of the Guarantee and Debenture owned by any Charging Company or held for or on behalf of a Charging Company in any manner whatsoever or in which it otherwise has an interest together in all cases with all rights arising in relation thereto,

"Legally Mortgaged Property" means the freehold, leasehold and other immovable property described in Appendix B below together with the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to each Charging Company,

"Loan Agreement" means the loan agreement entered into between the Company and the Lender dated 16 April 2007 (as such agreement is amended, varied, supplemented, novated or replaced from time to time),

"Obligor" means the Company or a Guarantor,

"Security" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect,

"Secured Liabilities" means the amount secured by the Guarantee and Debenture more particularly described in Appendix A below,

"Shares" means the shares listed in Schedule 2 (The Shares) to the Guarantee and Debenture, together with all rights, including dividends and other distributions, arising in relation thereto in any manner whatsoever, and

"Supplemental Mortgage" means a legal mortgage or charge in respect of any Excluded Property or any other freehold or leasehold property at any time belonging to a Charging Company (other than the Legally Mortgaged Property) together with all present and future buildings and fixtures (including trade fixtures) and fixed plant machinery from time to time thereon and therein entered into pursuant to the provisions of Clauses 9.3 or 20 of the Guarantee and Debenture

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Save where the contrary is indicated, any reference in the Guarantee and Debenture to

- (a) **"book debts", "stock-in-trade" and "work-in-progress"** shall be construed and shall be deemed to include all moneys becoming payable to a Charging Company in respect thereof under or by virtue of any policy of insurance taken out by it against the non-payment of book debts or the loss, damage or destruction of stock-in-trade or work-in-progress as the case may be and **"book debts"** shall be construed as a reference to all debts due to a Charging Company whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include all bank deposits, royalties, fees and income of like nature in relation to intellectual property and all moneys becoming payable to a Charging Company in respect of debts due to or claims (including insurance claims) by it notwithstanding that the amount thereof shall not have been quantified at the time when the moneys hereby secured shall have become payable,
- (b) a **"company"** includes any body corporate,
- (c) a **"holding company"** shall mean, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary,
- (d) **"intellectual property"** shall be construed as a reference to the property described in Clause 5 1(f) of the Guarantee and Debenture,
- (e) a **"person"** includes an individual, body corporate, partnership, government, state or agency of a state, in each case whether or not having separate legal personality,
- (f) **"subsidiary"** shall mean, in relation to a company or corporation, any company or corporation
 - (i) which is controlled, directly or indirectly, by the first-mentioned company or corporation,
 - (ii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or
 - (iii) which is a subsidiary of another subsidiary of the first-mentioned company or corporation,
- (g) **"stock-in-trade" and "work-in-progress"** shall (without prejudice to the generality of those expressions) be construed so as to include
 - (i) all materials wherever situated belonging to a Charging Company which are intended to be or are in the course of being used for manufacture and all goods partly or wholly manufactured both present and future, and
 - (ii) all general stores and stocks of fuel and like chattels belonging to a Charging Company and used in or adapted or intended for use in the course of manufacture (but not including plant, machinery and motor vehicles) both present and future,
- (h) any statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the same statute,
- (i) the singular shall include the plural and vice versa,
- (j) the Guarantee and Debenture and any provisions of the Guarantee and Debenture or to any other agreements, instrument or document are to be construed as references to the Guarantee and Debenture, those provisions or that agreement, instrument or document, as is in force for the time being and as amended, varied, supplemented, substituted, replaced or novated from time to time, including (without limitation) in respect of the Guarantee and Debenture, as supplemented from time to time by any Supplemental Mortgage,

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Please give the short particulars of the property or undertaking charged

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- (k) Clauses and Schedules are to be construed as references to the Clauses of, and Schedules to, the Guarantee and Debenture as amended or varied from time to time and references to sub-clauses shall unless otherwise specifically stated be construed as references to the sub-clauses of the Clause in which the reference appears

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Short particulars

APPENDIX A

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Charging Company or other Obligor to the Lender under the Finance Documents together with

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities,
- (b) any further advances and additional facilities which may be made by the Lender to any Charging Company or other Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees and costs in connection therewith,
- (c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents,
- (d) any claim against any Charging Company or other Obligor flowing from the recovery by any Charging Company or other Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise,
- (e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, and
- (f) all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights against any Charging Company or other Obligor

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

APPENDIX B

The Legally Mortgaged Property

All that freehold property being Windsor Road, Redditch, Worcestershire, B97 6RF as the same is registered at the Land Registry under title number HW176785

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Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

☒ In full

☐ In part

C2

Details of the person delivering this statement and their interest in the charge

	Please give the name of the person delivering this statement
Name	Mettis Aerospace (Holdings) Limited
	Please give the address of the person delivering this statement
Building name/number	Windsor Road
Street	Redditch
Post town	
County/Region	Worcestershire
Postcode	B 9 7 6 E F
	Please give the person's interest in the charge (e.g. chargor/chargee etc).
Person's interest in the charge	Chargor

C3

Signature

Please sign the form here.

Signature

Signature

X

Philip Smith
Director of the Chargor

X

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Statement of satisfaction in full or in part of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Mark Webster

Company name Dickson Minto W S

Address Level 13, Broadgate Tower
20 Primrose Street

Post town

County/Region

Postcode E C 2 A 2 E W

Country

DX

Telephone Tel 0207 649 6812



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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have given the charge number (if appropriate)
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1
☐ You have given the details of the person delivering this statement in Section C2
☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



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