

# M

CHFP025

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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

2111

06196375

Name of company

\* AEI CABLES LIMITED

Date of creation of the charge

21 SEPTEMBER 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEBENTURE

Amount secured by the mortgage or charge

All moneys, indebtedness, obligations and liabilities whether for  
principal, interest or otherwise which may now or at any time in the future  
be owing or incurred by the Company to State Bank of India (London Branch)  
(‘the Bank’) whether in accordance with the Facility Agreement between the  
Company and the Bank dated 21 September 2009 or otherwise.

Names and addresses of the mortgagees or persons entitled to the charge

State Bank of India (London Branch), 15 King Street, London

Postcode EC2V 8EA

Presentor's name address and  
reference (if any):

Withers LLP  
16 Old Bailey  
London  
EC4M 7EG  
Tel: 020 7597 6000  
Ref: DID/CZW/5449924

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



\*AWNJODJW\*

A25

24/09/2009

66

COMPANIES HOUSE

## 1. Charges

1.1 The Company with full title guarantee (as defined in the Law of Property (Miscellaneous Provisions) Act 1994) hereby charges to the Bank by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now or during the continuance of this charge vested in the Company by way of legal mortgage) as a continuing security for the payment and discharge of all the Secured Obligations the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have an interest:

(a) *Properties*: all freehold and leasehold property now and/or at any time during the continuance of this charge belonging to the Company (including without limitation the property specified in the Schedule to the Debenture: leasehold title TY465458 over land and buildings on the west side of Durham Road, Birtley, Chester-le-Street, Co. Durham DH3 2RA) and in respect of all leasehold property all covenants in favour of the Company included in any lease, licence or other agreement and all liens, charges, options, agreements, present and future rights and interests (whether legal or equitable) in or over land or the proceeds of sale of land and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same;

continued/.

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date

23/9/09

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

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Please complete legibly, preferably in black type, or bold block lettering

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No 1  
to Form No 395 and 410 (Scot)

*Please complete  
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Company Number

06196375

Name of Company

AEI CABLES LIMITED

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not  
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*Please complete  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
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(b) *Plant and Machinery*: all plant, machinery, vehicles, computers, office and other equipment, all spare parts, replacements, modifications and additions for the same and the benefit of all warranties and maintenance contracts relating to the same;

(c) *Securities*: all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, including all allotments, rights, accretions, offers, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same whether by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;

(d) *Debts*: all book and other debts, revenues and claims, whether actual or contingent (including amounts standing to the credit of any bank or other accounts) and all choses in action which may give rise to any debt, revenue or claim, whether originally owing to the Company or purchased or otherwise acquired by it and the full benefit of all rights and remedies relating thereto, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto, including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;

(e) *Insurance*: all insurances or assurance policies held by or for the benefit of the Company including any insurances effected by third parties on behalf of the Company or any interest of the Company therein and all proceeds thereof and all bonuses and other moneys benefits and advantages that may be or become payable or accrue thereunder or under any substituted policy and all the right, title and interest whatsoever of the Company therein together with all rights and remedies relating thereto;

(f) *Intangible Property*: all uncalled capital, goodwill, patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, brand and trade names, registered designs and applications for such designs, design rights, copyrights and rights in the nature of copyright, computer programs, know-how and trade secrets and all licences and sub-licences now or hereafter granted to or by the Company in respect of any rights of the above nature and all other intellectual property rights and ancillary rights and benefits including all royalties fees and other income deriving from the same both present and future of the Company or in which the Company may have an interest and the benefit of all present and future agreements entered into or the benefit of which is enjoyed by the Company relating to the use or exploitation of rights of such nature whether owned by the Company or by others;

(g) all sums standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into the Account.

1.2 The Company with full title guarantee (as such term is defined in the Law of Property (Miscellaneous Provisions) Act 1994) hereby charges to the Bank by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its other property, assets and rights whatsoever and wheresoever both present and future, including but not limited to the stock in trade of the Company which may from time to time be comprised in the property and undertaking of the Company and the premises described in clause 1.1 inclusive (if and in so far as the charges over the same shall for any reason be ineffective as fixed charges).

1.3 The Company irrevocably and unconditionally agrees that if there is from time to time any credit balance on any of its accounts with the Bank, the Bank shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the Company whether in whole or in part if at that time there are outstanding any of the Secured Obligations.

1.4 Notwithstanding anything expressed or implied in this Deed, if the Company creates or attempts to create any Encumbrance over all or any of the Floating Charge Assets without the prior consent in writing of the Bank or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Floating Charge Assets, the floating charge created by clause 1.2 over the property or asset concerned shall thereupon automatically without notice operate as a fixed charge immediately upon the occurrence of such event.

1.5 Notwithstanding anything expressed or implied in this Deed, the Bank shall be entitled at any time by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.

continued/.

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# Particulars of a mortgage or charge (continued)

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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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Company Number

06196375

Name of Company

AEI CABLES LIMITED

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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1.6 In relation to real property situated in England and Wales, the Company hereby undertakes to apply to the District Land Registrar for the registration of the following restriction against the registered titles (and any unregistered properties subject to compulsory first registration):

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [ ] referred to in the charges register, or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer."

The Company shall not permit any further encumbrances to subsist over the charged assets without the Bank's prior consent.

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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 6196375  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21  
SEPTEMBER 2009 AND CREATED BY AEI CABLES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO STATE BANK OF INDIA (LONDON BRANCH) ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 24  
SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 SEPTEMBER  
2009

*D. S. J.*



**Companies House**  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES