

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

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 charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**



A431AXXC

A28

19/03/2015

#25

COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 9 3 3 1 8 9 2

Company name in full COLT PRECISION LIMITED

For official use

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 date

Charge creation date 1 8 0 3 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name GRAHAM ANDREW LESLIE

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?

Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

× *Baxter Campbell* ×

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

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Particulars 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

Company name

BAXTER CAULFIELD

Address

13 STATION STREET

HUDDERSFIELD

Post town

County/Region

Postcode

H D I I L Y

Country

DX

712955 - HUDDERSFIELD

Telephone

(01484) 519519

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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

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 filed on paper

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9331892

Charge code: 0933 1892 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th March 2015 and created by COLT PRECISION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th March 2015.

Given at Companies House, Cardiff on 25th March 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 18 March 2015

CERTIFIED AS A TRUE COPY OF THE
ORIGINAL

Baxter Caulfield
Dated 18/3/15
BAXTER CAULFIELD
Solicitors
HUDDERSFIELD

COLT PRECISION LIMITED

G. A. LESLIE

DEBENTURE

Baxter Caulfield
Solicitors
Huddersfield

(01484) 519519

COLT PRECISION LIMITED

(incorporated under the Companies Act 2006)

("the Company")

DEBENTURE

Issued under the authority of the Company's Articles of Association and a resolution of the board of directors of the Company passed on *18 March* 2015.

Parties

- 1 **COLT PRECISION LIMITED** (company number 9331892) whose registered office is at Westkerke Pensax, Worcester, WR6 6XJ ("the Company") hereby charges to **GRAHAM ANDREW LESLIE** of Holme Manor, 4 Northgate, Honley, Holmfirth, HD9 6QL (known as "the Debenture Holder" which expression where the context so admits includes his successors in title and assigns) the assets specified in clause 2 of this Debenture in the manner specified in that clause with payment of all money and liabilities actual and contingent which at the date of this Debenture and from time to time hereafter shall be due owing or incurred by the Company to the Debenture Holder either pursuant to a Loan Agreement dated *18 March 2015* and made between the Company (1) and the Debenture Holder (2) ("the Loan Agreement") or otherwise owed to the Debenture Holder by the Company whether by way of loan or otherwise howsoever arising together with any legal and other costs charges and expenses incurred by the Debenture Holder in relation to this Debenture or in enforcing the security hereby created on a full and unqualified indemnity basis

Charges

- 2 The Company with full title guarantee hereby charges with the payment of all sums intended to be hereby secured (including any expenses and charges arising out of or in connection with the acts or matters referred to in clause 14(5) of this Debenture) -
 - (1) by way of first fixed legal mortgage all freehold and leasehold property of the Company and all buildings and fixtures (including trade fixtures) from time to time on any such property with the benefit of all existing or future leases underleases tenancies and agreements relating to such property and all rents and profits from such property,

- (2) by way of first fixed equitable charge all freehold and leasehold property which the Company may acquire in future including all buildings and fixtures (including trade fixtures) from time to time on any such property with the benefit of all leases underleases tenancies and agreements relating to such property and all rents and profits from such property,
- (3) by way of first fixed charge all stocks shares bonds and securities of any kind whether marketable or otherwise and all other interests including (but not limited to) loan capital of the Company both present and future in any company firm consortium or entity,
- (4) by way of first fixed charge the uncalled capital goodwill and all patents patent applications trade marks trade names registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Company,
- (5) by way of first fixed charge all plant and machinery, equipment and motor vehicles from time to time owned by the Company (whether fixed or loose, removable or otherwise but excluding the Company's stock-in-trade); and
- (6) by way of floating charge all the undertaking and assets of the Company (including but not limited to its book and other debts and its stock-in-trade) whatsoever and wheresoever situate both present and future

Protection of Debenture Holder Rights

- 3 (1) The Company shall deposit with the Debenture Holder and the Debenture Holder during the continuance of this security shall subject as aforesaid be entitled to hold all deeds and documents of title relating to the Company's freehold and leasehold properties for the time being and the Company shall on the Debenture Holder's written demand and at the cost of the Company execute a valid legal mortgage of any freehold and leasehold properties for the time being vested in the Company at any time during the continuance of this security and not already the subject of a legal charge in favour of the Debenture Holder to secure the payment to the Debenture Holder of the money and liabilities hereby secured such legal mortgage to be in such form as the Debenture Holder may require.
- (2) The Company shall not have power save with the written consent of the

Debenture Holder to create any further mortgage or charge over any of the Company's assets ranking in priority to or pari passu with this Debenture

- (3) This Debenture shall be a continuing security to the Debenture Holder notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security whether by way of mortgage equitable charge or otherwise howsoever which the Debenture Holder may now or at any time hereafter hold on the assets of the Company or any part thereof for or in respect of the monies hereby secured or any of them or any part thereof respectively
- (4) The Debenture Holder may from time to time by notice in writing to the Company convert any floating charge created by this Debenture into a fixed charge over any of the assets which are specified in such notice. Any such floating charge shall automatically be converted into a fixed charge immediately prior to the Company disposing of any of its assets in breach of the terms of this Debenture

Demand and Enforcement

- 4 All money and liabilities hereby secured shall become immediately payable and the security enforceable -
 - (1) if a distress or execution is levied or issued against any of the property of the Company and is not paid out within seven days, or
 - (2) if any order is made or an effective resolution is passed for winding-up the Company, or
 - (3) if the Company ceases or threatens to cease to carry on its business or substantially the whole of its business, or
 - (4) if an incumbrancer takes possession of any of the assets of the Company or any person is appointed as an administrator of the Company, or
 - (5) if the Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof,

or

- (6) if any security now or hereafter issued by the Company in favour of any third party shall become enforceable, or
- (7) if any Event of Default (as defined in the Loan Agreement) shall have occurred, or
- (8) the Company or any person other than the Debenture Holder shall be in breach of any of the terms of the Loan Agreement, or
- (9) if any money advanced to the Company by the Debenture Holder other than pursuant to the Loan Agreement becomes due for payment in accordance with the terms on which it was lent and is not paid during the period of 7 days after demand for its payment.

Receivers and Administrators

- 5
- (1) At any time after the presentation of a petition applying for an administration order to be made in relation to the Company or if the Company so requests at any time or at any time after this security shall otherwise have become enforceable the Debenture Holder may appoint by writing any person to be an administrator of the Company. An administrator so appointed shall be the agent of the Company and the Company shall be responsible for such administrator's acts and defaults and for his remuneration costs charges and expenses to the exclusion of liability on the part of the Debenture Holder.
 - (2) An administrator appointed pursuant to this Debenture shall be entitled to exercise all powers conferred upon an administrator by Schedules 1 and B1 to the Insolvency Act 1986 (as inserted by Section 248 of the Enterprise Act 2002)
 - (3) Any monies received by the administrator shall (subject to payment as far as necessary of any claims having priority to this Debenture) be paid or applied in the following order of priority -
 - (a) in satisfaction of all costs charges and expenses properly incurred and all payments properly made by the administrator and of the remuneration of the administrator;

- (b) in or towards satisfaction of the liabilities hereby secured in such order as the Debenture Holder may require, and
- (c) as to the surplus (if any) to the person or persons entitled thereto

Covenants

- 6. The Company hereby covenants with the Debenture Holder that during the continuance of this security the Company will -
 - (1) not save with the written consent of the Debenture Holder sell or otherwise dispose of the whole or any substantial part of its undertaking or assets,
 - (2) keep its property of an insurable nature insured to the full value thereof with a reputable insurance office against loss or damage by fire lightning burglary theft and such other risks as the Debenture Holder may from time to time reasonably specify and shall produce the last receipts for such insurances to the Debenture Holder for inspection on demand and shall note the Debenture Holder's interest on such policies of insurance, and
 - (3) put and keep all its buildings in good and substantial repair and all fixtures and fittings, plant machinery and other effects in good working order and condition
- 7 If the Company is in default under any of the covenants set out in clause 6 above (or any of its other obligations under this Debenture), the Debenture Holder may at its sole discretion (but will not be obliged to) take any steps which it considers necessary or desirable to remedy the default or make good its effects in whole or in part, and in particular, but without limitation, may pay any amount which the Company ought to pay, and may authorise any person to enter, by force if necessary, on any land or into any building owned or occupied by the Company and perform works, and may put in place or renew any insurance. Neither of the Debenture Holder, nor any person authorised by it, shall be deemed to have taken possession of any land by virtue of exercising any power given by this clause, irrespective of the degree of control exercised over any land secured by this Debenture or access to it, unless and until the Debenture Holder (or any such person) serves notice in writing on the Company expressly stipulating its intention to take possession

Power of Attorney

- 8 The Company hereby irrevocably and by way of security appoints the Debenture Holder (whether or not a Receiver has been appointed) and also (as a separate appointment) each Receiver severally as the attorney and attorneys of the Company with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Company, which the Company could be required to do or execute under any provision of this Debenture, or which the Debenture Holder in their sole opinion may consider necessary or desirable for perfecting the Debenture Holder's title to any of the assets or enabling the Debenture Holder or the Receiver to exercise any of its or his rights or powers under this Debenture.
- 9 The money hereby secured shall be paid and this Debenture shall be transferable without regard to any set-off cross-claim or equities between the Company and the original or any intermediate holder of this Debenture and the receipt of the sole holder or the first-named of joint holders shall be a good discharge to the Company

Payment of Money

- 10 (1) Any money received by the Receiver or the Debenture Holder shall, subject to the payment as far as necessary of any claims having priority to this Debenture, be paid or applied in the following order of priority -
- (a) in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Receiver and of the remuneration of the Receiver,
 - (b) in or towards satisfaction of the liabilities secured by this Debenture in such order as the Debenture Holder may at their discretion require, and
 - (c) as to the surplus (if any) to the person or persons entitled to it
- (2) The Debenture Holder may, without prejudice to any other rights it may have, at any time and from time to time place (and keep for such time as it may think prudent) any money received, recovered or realised under or by virtue of this Debenture on a separate or suspense account to the credit either of the Company or of the Debenture Holder as the Debenture Holder shall think fit, without any intermediate obligation on the Debenture Holder's part to apply the same or any part thereof in or towards the discharge of the money owed to it by the Company

Protection of Third Parties

11. (1) In favour of any purchaser, the statutory powers of sale and of appointing a receiver which are conferred upon the Debenture Holder, as varied and extended by this Debenture, and all other powers of the Debenture Holder, shall be deemed to arise and be exercisable immediately after the execution of this Debenture
- (2) No purchaser from or other person dealing with the Debenture Holder, nor any person to whom it has delegated any of its powers, nor the Receiver, shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, nor whether the any liabilities remain outstanding to it, nor whether any event has happened to authorise the Receiver or the Debenture Holder to act or as to the propriety of validity of the exercise of any such power, and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters
- (3) The receipt of the Debenture Holder or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other such person and shall relieve him of any obligation to see the application of any monies paid to or by the direction of the Debenture Holder or the Receiver

Protection of the Debenture Holder and Receiver

12. (1) Neither the Debenture Holder nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective powers under this Debenture
- (2) Without prejudice to any other provision of this Debenture, entry into possession of any Asset shall not render the Debenture Holder or the Receiver liable to account as mortgagee in possession, or to be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, and if and whenever the Debenture Holder or the Receiver enters into possession of any Asset it shall be entitled at any time it or he thinks fit to go out of such possession

- (3) The Company shall indemnify and keep indemnified the Debenture Holder, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which any of them may suffer or incur arising in any way out of the taking or holding of this Debenture, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Debenture or the Assets. The provisions of this clause 12 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office

Notices

- 13 Notices hereunder may be given by the Debenture Holder to the Company in writing by delivering or posting the same in a first-class pre-paid envelope to the registered office for the time being of the Company and every notice so given shall be deemed to have been served in the case of a notice delivered at the time of delivery and in the case of a notice posted twenty-four hours after the time of posting

Miscellaneous

- 14 (1) While this Debenture continues in force -
- (a) no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any land hereby charged or any part of its shall be capable of being exercised by the Company, and
 - (b) the Company shall not be entitled to part with possession (otherwise than on the termination of any lease, tenancy or licence to it) of any land, or to share occupation of any land with any other person or persons, or to surrender any lease of land or permit such a lease to be assigned or forfeited

without the prior written consent of the Debenture Holder

- (2) The Law of Property Act 1925 Section 93 dealing with the consolidation of mortgages shall not apply to this Debenture.

(3) The statutory powers of sale, leasing and accepting surrenders exercisable by the Debenture Holder are hereby extended so that the Debenture Holder may, either in its own names or in that of the Company -

(a) grant a lease or leases (whether or not at a premium) of the whole or any part or parts of any land owned by the Company, with such rights relating to other land and containing such covenants on the part of the Company and generally on such terms and conditions as the Debenture Holder shall think fit (including the payment of money to a lessee or tenant on a surrender); and

(b) accept a surrender of any lease on such terms as the Debenture Holder may think fit

in either case, without any of the restrictions on such powers contained in the Law of Property Act 1925 Sections 99 and 100

(4) The rights powers and discretions given to the Debenture Holder in this Debenture -

(a) may be exercised as often as, and in such manner as, the Debenture Holder thinks fit,

(b) are cumulative, and are not exclusive of any of its rights under the general law, and

(c) may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right is not a waiver of it

(5) All costs, charges and expenses incurred or paid by the Debenture Holder or by an administrator or by the Receiver in the exercise of any power or right given by this Debenture, or in relation to any consent requested by the Company, or in perfecting or enforcing or otherwise in connection with this Debenture, and of all proceedings for the enforcement of this Debenture or for obtaining payment of any money hereby secured shall be recoverable from the Company on demand as debts, may be debited by the Debenture Holder at any time to any account of the Company, and shall bear interest until payment at the rate or rates applicable to the account to which they are debited or, if there is no such rate at 5% over the

base rate from the time being of the Bank of England

Executed as a Deed by the Company this 18 day of March 2015

EXECUTED as a Deed by
duly authorised on behalf of **COLT**
PRECISION LIMITED in the presence
of -

Witness Signature

Witness Name COLIN BACON

Witness Address 15 ST JOHN'S AVENUE, CHURCHDOWN,
GLOUCESTER, GL3 2DQ.

Witness Occupation : NURSE

EXECUTED as a Deed by
GRAHAM ANDREW LESLIE
in the presence of:-

Witness Signature :

Witness Name EMMA SPRAGG

Witness Address 13 STATION STREET
HUDDERSFIELD
HD1 1LY

Witness Occupation SOLICITOR