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**MG01**

**Particulars of a mortgage or charge**

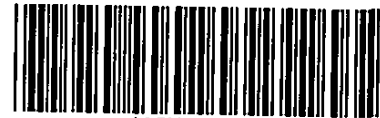


**A fee is payable with this form**  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page.

☒ **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**  
You cannot use this form  
particulars of a charge fo  
company To do this, plea  
form MG01s

WEDNESDAY



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28/09/2011

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COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<div>For official use 16</div>
Company number	00046963	→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *
Company name in full	TILL AND WHITEHEAD LIMITED ("the Charging Company")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	22 09 2011	
<b>3</b>	<b>Description</b>	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Composite all assets guarantee and indemnity and debenture (the "Debenture") between the Charging Company and one or more other companies as Obligor(s) and GE Commercial Finance Limited (the "Security Holder")	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Amount secured	All present and future obligations and liabilities (whether actual or contingent, whether owned jointly or severally, as principal or as surety or in any capacity whatsoever) of the Charging Company and the Obligors to the Security Holder, on any account whatsoever and howsoever arising (including, without limitation, under the Financing Documents, as defined in Schedule 2 to the Form MG01) together with all Expenses (the "Secured Liabilities")	

# MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	
Name	GE Commercial Finance Limited	Continuation page Please use a continuation page if you need to enter more details
Address	Enterprise House, Bancroft Road, Reigate, Surrey	
Postcode	R H 2 7 R T	
Name		
Address		
Postcode		
<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>See Schedule 1 for particulars of the property charged and Schedule 2 for the definitions of terms used in this Form MG01 and in Schedule 1.</p> <p><b>SCHEDULE 1: SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED BY THE DEBENTURE</b></p> <p>Defined terms used herein have the meaning set out in Schedule 2.</p> <p>1 The Charging Company, as continuing security for the payment, discharge and performance of all the Secured Liabilities in relation to all of the following assets whether at the date of the Debenture or in the future belonging to the Charging Company, in each case with full title guarantee:</p> <p>1.1 Fixed Charges: charged to the Security Holder by way of separate fixed charges:</p> <p>(a) by way of legal mortgage each property specified in Schedule 1 of the Debenture which is set opposite its name;</p> <p>(b) by way of equitable mortgage its Real Property, other than the property or properties specified in Schedule 1 of the Debenture</p> <p>(c) by way of legal mortgage all the Specified Plant and Equipment together with all spare parts and replacements for and all modifications and additions to the Specified Plant and Equipment;</p> <p>(d) all of the Charging Company's goodwill, unpaid and/or uncalled capital;</p> <p>(e) all fixtures;</p> <p>(f) all of the Charging Company's Intellectual Property;</p> <p>(g) all of the Charging Company's Securities;</p> <p>(h) all loan capital, indebtedness or liabilities on any account or in any manner owing the Charging Company from any Subsidiary or any member of its Group;</p> <p>(i) all amounts realised by an administrator or liquidator of the Charging Company upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986;</p> <p>(j) all of the Charging Company's documents of title which at any time and for any purpose have been or may be deposited with the Security Holder and the property mentioned in such documents;</p> <p>(k) all of the Charging Company's Non-Vesting Debts;</p> <p>(l) all of the Charging Company's Other Debts;</p> <p>(m) all monies in the accounts specified in Clauses 4.2.1 of the Debenture and any other account in the name of that Charging Company under the control of or operated in accordance with the directions of the Security Holder.</p> <p>/continued.</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1.2 Floating charge: charged to the Security Holder by way of a floating charge all of the Charging Company's undertaking, property, rights and assets (including, without limitation, the Plant and Equipment) whatsoever and wheresoever, both present and future (including to the extent that any of such undertakings, property, rights and assets are not effectively charged from time to time by any of the fixed charges or assigned by way of security under Clause 3.1.3 of the Debenture) The floating charge created by the Debenture is a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986.</p> <p>1.3 Assignments by way of security: assigned and agreed to assign, by way of security to the Security Holder all its rights, title and interest in and to (a) the benefits arising under any policies of insurance in which the Charging Company is interested or may at the date of the Debenture or thereafter have an interest; (b) any contracts relating to or benefitting any of the Charged Assets.</p> <p>2 Further Advances the security created by the Debenture secures both advances made at the date of the Debenture and further advances.</p> <p>3 Negative Pledge: the Debenture contains restrictions on the ability of the Charging Company to create or permit to arise any Encumbrance in respect of its Charged Assets and on its ability to sell, transfer, assign, lease out, license, lend or otherwise dispose of the whole or any part of its Charged Assets or any interest therein without the prior written consent of the Security Holder</p> <p>SCHEDULE 2 : DEFINITIONS OF TERMS USED IN FORM MG01 USED IN THE DEBENTURE</p> <p>Administrator: an administrator appointed under the Debenture; Appointee: an Administrator or Receiver, as the case may be;</p> <p>Associated Rights. In relation to a Charging Company which is also a Client and any Debt, any of the following:</p> <p>(i) all the rights of the Charging Company as an unpaid vendor or which arise under the Contract of Sale;</p> <p>(ii) all evidence of the Contract of Sale or its performance or any disputes arising;</p> <p>(iii) all documents of title to goods, warehouse keepers' receipts, bills of lading, shipping documents, airway bills or similar;</p> <p>(iv) the benefit of all insurances and all rights and powers under the insurance policies;</p> <p>(v) all Remittances, securities, Encumbrances and guarantees;</p> <p>(vi) all accounting records;</p> <p>(vii) all returned goods and their proceeds of sale.</p> <p>Business Finance Agreement. the agreement entered into between the Security Holder and one or more Clients which is entitled or otherwise referred to as the "Business Finance Agreement" and which incorporates the finance schedule and the GE Standard Terms;</p> <p>Charged Assets. In relation to the Charging Company, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same.</p> <p>(continued)</p>

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Particulars of a mortgage or charge

6	<p><b>Short particulars of all the property mortgaged or charged</b></p> <p>Please give the short particulars of the property mortgaged or charged.</p>
Short particulars	<p><b>Client:</b> each person, other than the Security Holder, which is a party to the Business Finance Agreement;</p> <p><b>Contract of Sale:</b> a contract in any form, including a purchase order, between an Obligor and a Debtor for the sale or hire of Goods or the provision of services or work done;</p> <p><b>Debts:</b> in relation to the Charging Company, any obligation (present, future or contingent) of a Debtor to make payment to it under a Contract of Sale, together with all associated rights relating to it,</p> <p><b>Encumbrance:</b> any mortgage, charge, pledge, standard security, lien, assignment or assignation by way of security, hypothecation, security interest, title retention, flawed asset agreement, preferential right of set-off, trust arrangement or other arrangement for the purpose of, and having a similar effect to, the granting of security, whether by law or agreement or other security interest of any kind;</p> <p><b>Expenses:</b> any of the following          (i) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of the Security Holder or any Appointee (in each case on a full indemnity basis).          (a) in relation to the Charged Assets;          (b) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under or pursuant to any of the Financing Documents,          (c) in procuring the payment, performance or discharge of the Secured Liabilities; or          (d) in stamping, perfecting or registering any of the Financing Documents (or any Encumbrance or assignment created or purported to be created pursuant thereto), and          (ii) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of the Security Holder or any Appointee paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Financing Documents;</p> <p><b>Financing Documents:</b> the following documents:          (i) the Business Finance Agreement;          (ii) the GE Standard Terms;          (iii) the Debenture;          (iv) any assignment by way of security;          (v) any agreement or instrument evidencing or creating an Encumbrance, guarantee, indemnity or other assurance against loss entered into by any Obligor in favour of the Security Holder;          (vi) any deed or agreement governing or regulating the priority of Encumbrances or regulating claims of an Obligor against any other Obligor or person liable to the Security Holder in respect of the Secured Liabilities; and          (vii) any agreement, instrument, notice or certificate delivered or entered into pursuant to, or ancillary to, or in connection with any, of the above,</p> <p><b>Group:</b> in relation to any company, that company and its Subsidiaries, its holding company (as defined in section 736 of the Companies Act 1985) and the Subsidiaries of that holding company;</p> <p>/continued...</p>

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Particulars of a mortgage or charge

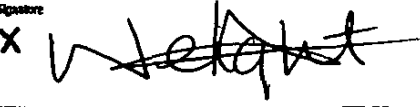
6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Intellectual Property in relation to the Charging Company, all its patents (including applications, improvements, prolongations, extensions and rights to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, knowhow, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences, sub-licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world,</p> <p>Inventory: In relation to the Charging Company, all inventory or stock at any time owned by the Charging Company, wherever located, including all inventory or stock, merchandise, goods and other personal property which are held by or on behalf of such person for sale or lease;</p> <p>Non Vesting Debts: In relation to the Charging Company, any Debt to be purchased by the Security Holder under the Business Finance Agreement which either fails to vest in the Security Holder for any reason or where the assignment of that Debt to the Security Holder is void whether as between the Security Holder and the Charging Company or as between the Security Holder and any third party including, without limitation, a liquidator, administrator or creditor of the Charging Company, together with any associated rights relating to such Debts,</p> <p>Obligors: the Charging Company, each Client, and any other person which has entered into any agreement or instrument evidencing or creating an Encumbrance, guarantee or other assurance against loss in respect of the obligations of the Charging Company, Client or other such person to the Security Holder;</p> <p>Other Debts: in relation to the Charging Company:</p> <ul style="list-style-type: none"> <li>(i) all present and future book and other debts due or owing to the Charging Company, the proceeds of the same and all other moneys due and owing to the Charging Company or which may become due and owing to it in the future,</li> <li>(ii) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of the Charging Company with any bank, financial institution or other person and the debts represented thereby;</li> <li>(iii) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution; and</li> <li>(iv) the benefit of all rights, securities, Encumbrances, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by the Charging Company in relation to any of the debts, proceeds, moneys or sums referred to in any of paragraphs (i), (ii) or (iii) above,</li> </ul> <p>including, in each case, all Remittances and Associated Rights in respect thereof but excluding, in the case of the Charging Company which is a Client (and for the period of time it is or remains a Client)</p> <ul style="list-style-type: none"> <li>(i) Non-Vesting Debts; and</li> <li>(ii) any Debts whilst they remain vested in, or held on trust for, the Security Holder under the Business Finance Agreement;</li> </ul> <p>/continued. ...</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Plant and Equipment: In relation to the Charging Company, all plant, machinery and other equipment (excluding the Specified Plant and Equipment specified in Schedule 3 to the Debenture) and all tools, furniture, fixtures, attachments, accessories and other tangible personal property (except inventory and Fixtures) owned by it at the date of the Debenture or in the future and wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto,</p> <p>Real Property: in relation to the Charging Company, all freehold and leasehold properties and other real property both present and future of such Obligor (including the property or properties specified in Schedule 1 of the Debenture), including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein;</p> <p>Receiver: a receiver appointed under the Debenture;</p> <p>Remittances, in relation to the Charging Company which is a Client, all cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, electronic payments, BACS, CHAPS and any other remittance or instrument of payment in whatever form received by the Security Holder, such Charging Company or its agents towards discharge of a Debt;</p> <p>Securities, in relation to the Charging Company, all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise (including those details which appear in Schedule 2 of the Debenture) and all other interests (included but not limited to, loan capital) both present and future held by the Charging Company in any company and including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, or incidental to, the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof;</p> <p>Specified Plant and Equipment: In relation to the Charging Company the plant, machinery and other equipment set opposite its name in Schedule 3 of the Debenture.</p> <p>Subsidiary: a subsidiary within the meaning of section 736 of the Companies Act 1985 and, unless the context otherwise requires, a subsidiary undertaking within the meaning of sections 258-260 of the Companies Act 1985 as substituted by section 21 of the Companies Act 1989</p>

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## Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b> 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	<b>Delivery of instrument</b> 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	<b>Signature</b> Please sign the form here. Signature  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

Company name **GE Commercial Finance Limited**

Address **Enterprise House, Bancroft Road**

Post town **Reigate**

County/Region **Surrey**

Postcode

**R H 2 7 R T**

Country

DX

Telephone

### 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 9FE.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:  
The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
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)





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

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

COMPANY NO. 46963  
CHARGE NO. 16

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE ALL ASSETS  
GUARANTEE AND INDEMNITY AND DEBENTURE DATED 22  
SEPTEMBER 2011 AND CREATED BY TILL AND  
WHITEHEAD,LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY AND THE OBLIGORS  
TO GE COMMERCIAL FINANCE LIMITED 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 28 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 SEPTEMBER  
2011

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES