

MG01

Particulars of a mortgage or charge

573864/156



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 for a Scot company. To do this, please use form MG01s.

FRIDAY



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20/11/2009

COMPANIES HOUSE

339

1

Company details

Company number 0 1 7 4 7 1 9 8

Company name in full PLANET OVERSEAS HOLDINGS LIMITED (the "Chargor")

9

For official use

→ **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 d1 d8 m1 m1 y2 y0 y0 y9

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

Composite Guarantee and Trust Debenture (the "Debenture").

4

Amount secured

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

Amount secured

See attached continuation sheets

Continuation page

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

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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.

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

Name	LLOYDS TSB BANK PLC
Address	25 Gresham Street, London as agent and trustee for the Beneficiaries defined in the Debenture
Postcode	E C 2 V 7 H N
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

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

Short particulars	See attached continuation sheets.
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4

Amount secured

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

Amount secured

- 1 Pursuant to the Debenture the Chargor has covenanted with the Trustee for itself and/or on behalf of each Beneficiary that it will on demand in writing made to it by the Trustee for itself and/or on behalf of each Beneficiary (provided such sums are due and payable) pay and discharge to the Trustee all monies, obligations and liabilities whether principal, interest or otherwise which are on the date of the Debenture or at any time thereafter may become due, owing or incurred to the Trustee and/ or the Beneficiaries or any of them by the Chargors or any of them either alone or jointly with any other person or company on any account whether current or otherwise and in whatever currency denominated and all other liabilities whatsoever of the Chargors or any of them to the Trustee and/ or the Beneficiaries or any of them whether actual or contingent, present or future and whether as principal debtor, guarantor, surety or otherwise PROVIDED ALWAYS that payment of the Secured Liabilities direct to the relevant Beneficiary in accordance with the provisions applicable to the relevant indebtedness will (subject to the provisions of clauses 13 and 24 of the Debenture) be a good discharge of this covenant to the extent of such payment.
- 2 Pursuant to the Debenture the Chargor has jointly and severally guaranteed to and covenanted with the Trustee for itself and on behalf of each Beneficiary that it will on demand (provided such sums are due and payable) pay to the Trustee or otherwise fully satisfy and discharge all of the Secured Liabilities due, owing or incurred by any other Chargor to the Trustee and/or the Beneficiaries (save for any Secured Liabilities incurred by any such Chargor as guarantor for the Chargor concerned) and (as a separate covenant and subject to the same proviso) agrees to indemnify and keep indemnified on a full and unqualified indemnity basis, the Trustee and the Beneficiaries on demand from and against all and any costs, claims, losses or expenses (including VAT thereon) sustained by the Trustee and/or the Beneficiaries as a result of any failure by such Chargor to pay or otherwise satisfy and discharge any such Secured Liabilities or as a result of any of the Secured Liabilities being or becoming invalid, voidable, unenforceable or ineffective for any reason whatsoever.
- 3 Definitions used above
 - 3.1 **Beneficiaries** means the Beneficiaries as defined in the Debenture which includes but is not limited to Lloyds TSB Bank plc, Bank of Scotland Plc and National Australia Bank Limited and their successors and assigns.
 - 3.2 **Chargors** means together Arran Isle Limited, HWG 2006 Limited, Planet Overseas Holdings Limited, HW Fabrication Limited, Heywood Williams Components Limited, Window Ware Limited, Door Panels Limited, Carlisle Brass Limited, Eurospec Architectural Hardware Limited, Eurolite Decorative Brass Limited, Sterling Hardware Limited and Dawnforest Limited, each being a Chargor

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>3.3 Finance Documents means finance documents as defined in the Debenture.</p> <p>3.4 Secured Liabilities means all moneys, obligations and liabilities whether principal, interest or otherwise which are on the date of the Debenture or at any time thereafter may become due, owing or incurred to the Trustee and/or the Beneficiaries or any of them by the Chargors or any of them and covenanted and/or guaranteed to be paid or discharged by each Chargor to the Beneficiaries under clause 2 of the Debenture and whether as principal debtor, guarantor, surety or otherwise and for the avoidance of doubt shall include but are not limited to any such moneys, obligations and liabilities arising under the Finance Documents;</p> <p>3.5 Trustee means Lloyds TSB Bank PLC</p> <p>3.6 VAT means value added tax;</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

1 Pursuant to the Debenture the Chargor with full title guarantee and as beneficial owner and as a continuing security for the payment of all the Secured Liabilities assigned and charged to the Trustee on its own behalf and on behalf of the Beneficiaries absolutely;

1.1 by way of first legal mortgage:

(a) the properties on the date of the Debenture vested in such Chargor referred to in Schedule 2 of the Debenture (other than any property situated in Scotland) and/or the proceeds of sale thereof together with all buildings fixtures (including trade fixtures) and fixed plant and machinery at any time thereon (whether under any agreement, option, licence, charge, lien or otherwise) other than the Mortgaged Chattels and the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants; and

(b) all other interests or estates in any freehold or leasehold properties belonging to each such Chargor at the date of the Debenture (other than any property situated in Scotland);

1.1.2 by way of specific equitable charge all estates or interests in any freehold or leasehold properties (except the properties referred to in clauses 3.1.1(a) and 3.1.1(b) of the Debenture and any properties situated in Scotland) at any time after the date of the Debenture during the Security Period belonging to or charged to such Chargor and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

1.1.3 by way of first fixed mortgage:

(a) all book debts both present and future due or owing to the Chargors or in which the Chargors are legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights;

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6 Short particulars of all the property mortgaged or charged

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Short particulars

- (b) all other debts, claims, rights and choses in action both present and future of the Chargors or in which the Chargors are legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing):
 - (i) (subject always to any available right of set off or consolidation in favour of each Beneficiary in relation to such deposits and/or current balances) deposits and current balances held by the Chargors with the Beneficiaries or any third party from time to time both present and future (including choses in action which give rise or may give rise to a debt or debts) owing to the Chargors (and the proceeds thereof);
 - (ii) any amounts owing to the Chargors by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether on the date of the Debenture or future) of any freehold or leasehold property from time to time forming part of the Charged Assets and any ground rents and rent charges, rent deposits and purchase deposits owing to the Chargors (and, in each case, the proceeds thereof);
 - (iii) without prejudice to paragraph 3.1.4(b) of the Debenture, any amounts owing or which may become owing to the Chargors under any building, construction or development contract or by virtue of the Chargors' rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);
 - (iv) any amounts owing or which may become owing to the Chargors by way of damages, compensation or otherwise under any judgement or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings; and

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Short particulars of all the property mortgaged or charged

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Short particulars

- (v) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are described in clause 3.1.3 (b) of the Debenture;
 - (c) all the plant and machinery, vehicles, computers and other equipment of such Chargor on the date of the Debenture or thereafter owned by such Chargor and all spare parts, replacements, modifications and additions for or to the same and the full benefit of all warranties and maintenance contracts in relation thereto.
- 1.1.4 by way of first fixed charge:
- (a) all stocks, shares, securities or other interests (together with all rights in respect thereof or incidental thereto) whether marketable or otherwise on the date of the Debenture or at any time during the Security Period belonging to such Chargor (other than any shares in companies incorporated in Scotland);
 - (b) the full benefit of all present and future Insurances 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 such Chargor therein together with all rights and remedies relating thereto;
 - (c) all its present and future Intellectual Property Rights;
 - (d) the benefit of all or any licences presently held or hereafter acquired by such Chargor in connection with its business or the use of any of the Charged Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
 - (e) any beneficial interest, claim or entitlement of such Chargor in any pension fund;
 - (f) on the date of the Debenture the goodwill and the uncalled capital of such Chargor both present and future; and

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Short particulars

(g) all amounts realised upon the enforcement or execution of any order of the court in favour of such Chargor under sections 212, 213, 214, 238, 239, 244 and/or 423 of the Insolvency Act 1986;

1.1.5 By way of floating charge the undertaking and all property, assets and rights of such Chargor whatsoever and wheresoever on the date of the Debenture and future (including without limitation the property, assets and rights of such Chargor referred to in clauses 3.1.1 to 3.1.4 (inclusive) of the Debenture if and in so far as such mortgages and/or charges therein comprised or any part or parts of the same shall be for any reason ineffective as such) and (for the avoidance of doubt) the floating charge thereby created extends over the whole assets and undertaking of each Chargor situated in or governed by the law of Scotland, including those subject to any fixed charge in favour of the Trustee.

2 Negative Pledge

2.1 Pursuant to the Debenture the Chargor has agreed that it shall not during the Security Period without the prior consent in writing of the Trustee:

- (a) create or permit to exist any mortgage, debenture, charge, pledge, lien or other interest or encumbrance (whether express or arising by operation of law or in the ordinary course of business) on or affecting the Charged Assets ranking in priority to or pari passu with any charge created by the Debenture save for any security existing at the date of the Debenture in favour of the Beneficiaries or any of them; or
- (b) sell, transfer, lease, lend, hire or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not the whole or any material part of the Charged Assets or any interest therein or otherwise deal with any of the assets in a manner contrary to the provisions of clause 4.3 of the Debenture provided that this restriction shall not prevent the disposals by any Chargor in the ordinary course of business of any Charged Assets which are subject only to the floating charge comprised in clause 3.1.5 of the Debenture before that charge has crystallised.

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Please give the short particulars of the property mortgaged or charged.

Short particulars

3 Rights of Set Off

Without prejudice to any rights the Trustee and the Beneficiary may have in law or equity, the Chargor authorised the Trustee under the Debenture at any time to apply any credit balance to which the Chargor is absolutely entitled on any account with the Trustee or any of the Beneficiaries in satisfaction of the Secured Liabilities due and payable at such time to the Trustee or such Beneficiary (and on or at any time after the Trustee or any of the Beneficiaries has demanded payment or discharged the Secured Liabilities, the Trustee may make such application notwithstanding any specified maturity of any such deposits). Neither the Trustee nor any of the Beneficiaries is obliged to exercise any right given to it under that provision of the Debenture

4 Definitions used above

4.1 **Charged Assets** means all assets, rights and property of the Chargors the subject of any security created thereby or pursuant thereto and each and every item included therein or part or parts thereof;

4.2 **Discharge Date** means the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

4.3 **Insurances** means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Chargors or (to the extent of such interest) in which any of the Chargors has an interest

4.4 **Intellectual Property Rights** means all know-how, patents, trademarks and all and any rights of any description (whether registered or capable of registration or otherwise) and applications and rights to apply for registration in and to patents, trade and service marks and all goodwill associated therewith, registered designs, design rights, typographical or similar rights, copyrights, trade names, registrable business names, inventions, discoveries, improvements, processes, techniques, trade secrets, know-how and confidential information, software and other intellectual property or monopoly rights and interests and all similar and/or equivalent rights and interests, including all rights under any agreements to use any of the above, licences and permissions relating thereto and pending application

4.5 **Mortgaged Chattels** means those of the Charged Assets and each and every part or parts thereof charged by clause 3.1.3(c) of the Debenture;

4.6 **Security Period** means the period beginning on the date of the Debenture and ending on the Discharge Date;

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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

Walker Movins

X

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

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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 Michael Taylor

Company name Walker Morris Solicitors

Address Kings Court
12 King Street

Post town LEEDS

County/Region

Postcode L S 1 2 H L

Country

DX DX: 12051 Leeds 24

Telephone 0113 2832500



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,
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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1747198
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
TRUST DEBENTURE DATED 18 NOVEMBER 2009 AND
CREATED BY PLANET OVERSEAS HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
CHARGORS OR ANY OF THEM TO LLOYDS TSB BANK PLC
(THE TRUSTEE) AND/OR THE BENEFICIARIES OR ANY OF
THEM 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 20
NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 NOVEMBER
2009

*DX
JEL*



Companies House
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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES