

MG01

Particulars of a mortgage or charge

150432/247



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 Scottish company. To do this, please use form MG01s.

FRIDAY



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PC2

27/11/2009

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COMPANIES HOUSE

1

Company details

Company number 0 1 7 4 7 1 9 8

Company name in full Planet Overseas Holdings Limited (Chargor)

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

A Composite Guarantee and Trust Debenture made between, among others, the Chargor and the Pension Trustee (as defined below) (Debenture)

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Amount secured

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

Amount secured

All moneys, obligations and liabilities whether principal, interest or otherwise which are due at the date of the Debenture or at any time thereafter may become due, owing or incurred to the Pension Trustee by the Chargor and/ or the Others or any of them and covenanted and/or guaranteed to be paid or discharged by the Chargor and/or the Others to the Pension Trustee under the Debenture and whether as principal debtor, guarantor, surety or otherwise and for the avoidance of doubt shall include but are not limited to the Debts and any such moneys, obligations and liabilities arising out of or under the FTL Guarantees ("Secured Liabilities").
In this form the following terms shall have the following meanings:
Debts means all indebtedness required to be paid by the participating employers to the Pension Trustee upon the termination and winding up of the Heywood Williams Group PLC Pension and Life Assurance Plan under Rule 28 of the Definitive Deed

Continuation page

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

MG01**Particulars of a mortgage or charge****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	Fountain Trustee Limited (as trustee of the Heywood
Address	Williams Group PLC Pension and Life Assurance Plan (Pension Trustee)
Postcode	
Name	1 Princes Exchange, Princes Square, Leeds
Address	
Postcode	L S 1 4 B Y

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

1. By way of first legal mortgage:

(a) the Properties now vested in the Chargor and/or the Others 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/or the Others 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 the Chargor and/or the Others;

2. By way of specific equitable charge all estates or interests in any freehold or leasehold properties at any time after the date of the Debenture during the Security Period belonging to or charged to the Chargor and/or the Others and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

3. By way of first fixed mortgage:

(a) all book debts due or owing to the Chargor and/or the Others or in which the Chargor and/or the Others 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;

(b) all other debts, claims, rights and choses in action both present and future of the Chargor and/or the Others or in which the Chargor and/or the Others are legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing):

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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 Adalbonaw Croddard LLP 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 FAIRA/324448/4

Company name Addleshaw Goddard LLP

Address Sovereign House

Sovereign Street

Post town

County/Region

Postcode L S 1 1 H Q

Country

DX 12004 Leeds

Telephone 0113 209 2000



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

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Amount secured

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

Amount secured

Definitive Deed means the definitive deed and the rules which govern the Scheme dated 19 July 2002 (as amended from time to time)

FTL Guarantees means the guarantee dated 26 June 2006 in favour the Pension Trustee granted by the Chargor and certain of the Others the guarantee dated 12 February 2007 in favour of the Pension Trustee granted by the Chargor and certain of the Others and any other guarantees granted by the Chargor and/or the Others in favour of the Pension Trustee to secure the Debts

Scheme means The Heywood Williams Group PLC Pension and Life Assurance Plan

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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

(i) deposits and current balances held by the Chargor and/or the Others with 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 Chargor and/or the Others (and the proceeds thereof);

(ii) any amounts owing to the Chargor and/or the Others by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present 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 Chargor and/or the Others (and, in each case, the proceeds thereof);

(iii) without prejudice to paragraph 4 (b) of this form, any amounts owing or which may become owing to the Chargor and/or the Others under any building, construction or development contract or by virtue of the Chargor's and/or the Others' 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 Chargor and/or the Others 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

(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 paragraph 3 (b) of this form.

(c) all the plant and machinery, vehicles, computers and other equipment of the Chargor and Others now or hereafter owned by the Chargor and/or the Others 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.

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 now or at any time during the Security Period belonging to the Chargor and/or the Others (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 the Chargor and/or the Others 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 the Chargor and/or the Others 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;

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6 Short particulars of all the property mortgaged or charged

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

Short particulars

(e) any beneficial interest, claim or entitlement of the Chargor and/or the Others in any pension fund;

(f) the goodwill and the uncalled capital of the Chargor and/or the Others both present and future; and

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

5. By way of floating charge the undertaking and all property, assets and rights of the Chargor and/or the Others whatsoever and wheresoever both present and future (including without limitation the property, assets and rights of the Chargor and/or the Others referred to in paragraphs 1-4 of this form (inclusive) 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 hereby created extends over the whole assets and undertaking of the Chargor and each of the Others situated in or governed by the law of Scotland, including those subject to any fixed charge in favour of the Pension Trustee.

6. The Chargor and/or the Others shall not during the Security Period without the prior consent in writing of the Pension 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 this Debenture save for any security existing in favour of the Pension Trustee; 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 the Debenture provided that this restriction shall not prevent the disposals by the Chargor and/or any of the Others in the ordinary course of business of any Charged Assets which are subject only to the floating charge comprised in paragraph 5 of this form before that charge has crystallised; or

(c) None of the foregoing prohibitions in paragraph 6 (b) of this form shall be construed as limiting any powers exercisable by any Receiver appointed under the Debenture as the agent of the Chargor and/or any of the Others.

7. The Pension Trustee may at any time by notice to the Chargor and any of the Others convert the floating charge comprised in paragraph 5 of this form into a specific charge as regards any Charged Assets specified in that notice which the Pension Trustee shall consider to be in danger of being seized or sold under any form of distress, attachment or execution levied or threatened or to be otherwise to be in jeopardy and may appoint a Receiver thereof.

8. Service of a notice by the Pension Trustee pursuant to paragraph 7 of this form in relation to any class of the Charged Assets shall not be construed as a waiver or abandonment of the Pension Trustee's right to serve similar notices in respect of any other class of the Charged Assets or of any other of the rights of the Pension Trustee hereunder.

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6 Short particulars of all the property mortgaged or charged

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

Short particulars

In this form the following words shall have the following meanings:

Charged Assets means: all assets, rights and property of the Chargor and/or the Others the subject of any security created hereby or pursuant hereto and each and every item included therein or part or parts thereof;

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

Insurances mean: all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Chargor and/or the Others or (to the extent of such interest) in which the Chargor and/or any of the Others has an interest;

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 applications for registration or recording thereof;

Mortgaged Chattels means: those of the Charged Assets and each and every part or parts thereof charged by paragraph 3 (iv) of this form;

Others means: Arran Isle Limited, HWG 2006 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;

Receiver means: a receiver and manager or (if the Pension Trustee so specifies in the appointment) an administrative receiver appointed by the Pension Trustee hereunder, provided always that any reference to an administrative receiver is only applicable where there is no prohibition on appointing an administrative receiver by section 72A of the Insolvency Act 1986);

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

Short particulars

Properties means the properties listed against the name of the property owning company below:

Name	Property Description	Title Number
Heywood Williams Components Limited	1 Brunel Close, Daventry	NN102129
Heywood Williams Components Limited	11 Brunel Close, Daventry	NN120119
H W Fabrication Limited	Rectory Road, Upton upon Severn	HW163125 HW181637
Eurospec Architectural Hardware Limited	Leasehold property known as Land at Stancliffe Street Industrial Estate, Blackburn, Lancashire	LA 473265
Carlisle Brass Limited	Carlisle Brass Limited Parkhouse Road, Kingstown, Carlisle	Cu204055

Security Period means: the period beginning on the date hereof and ending on the Discharge Date.



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. 11**

**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
CHARGOR AND/OR THE OTHERS TO THE PENSION TRUSTEE
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 27 NOVEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 NOVEMBER
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**