

MG01

Particulars of a mortgage or charge

003484 / 26



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
particulars of a charge for a
company. To do this, please
form MG01s

SATURDAY

COMPANIES HOUSE



A1019P00

A19

14/01/2012

#187

COMPANIES HOUSE

1

Company details

Company number 01807199

Company name in full DISPLAYPLAN 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

Date of creation of charge

Date of creation 11/01/2012

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 ALL ASSETS GUARANTEE AND INDEMNITY AND DEBENTURE

4

Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or
contingent, whether owed jointly or severally, as principal or as surety
or in any capacity whatsoever) of each of the Obligors to GE
Commercial Distribution Finance Europe Limited "the Security
Holder" on any account whatsoever and howsoever arising
(including, without limitation, under the Financing Documents)
together with all Expenses ("the Secured Liabilities")

Defined terms used in this section are set out in the attached rider

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 GE Commercial Distribution Finance Europe Limited

Address Trinity Square, 23/59 Staines Road, Hounslow,
Middlesex

Postcode T W 3 3 H F

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 Rider

Rider

The Company as continuing security for the payment, discharge and performance of the Secured Liabilities, in relation to all of the following assets whether now or in the future belonging to the Company with full title guarantee charges to the Security Holder by way of separate fixed charges

- (a) by way of legal mortgage each property specified in Schedule 1 of the Debenture which is set opposite its name (none specified),
- (b) by way of equitable mortgage its Real Property, other than the property or properties specified in Schedule 1,
- (c) by way of legal mortgage all the Specified Plant and Machinery together with all spare parts and replacements for and all modifications and additions to the Specified Plant and Equipment,
- (d) all its goodwill, unpaid and/or uncalled capital,
- (e) all fixtures,
- (f) all its Intellectual Property,
- (g) all its Securities,
- (h) all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the Company's Group,
- (i) all amounts realised by an administrator or liquidator of that Charging Company upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986,
- (j) all its 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,
- (k) all of its Non-Vesting Debts,
- (l) all of its Other Debts,
- (m) all monies in the accounts specified in Clause 4.2.1 and in any other account in the name of the Company under the control of or operated in accordance with the directions of the Security Holder

The Company charges to the Security Holder by way of a floating charge all of its undertaking, property, rights and assets (including without limitation the Plant and Machinery) whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges or assigned by way of security under Clause 3.1.3 of the Debenture),

The Company assigns and agrees to assign by way of security to the Security Holder all its rights, title and interest in and to

- (a) the benefits arising under the Policies, and
- (b) any contracts relating to or benefiting any of the Charged Assets

Until all of the Secured Liabilities have been satisfied in full, the Company shall not

- (a) exercise any right of subrogation, indemnity, set-off or counter-claim against any other Obligor or any person party to any related security,
- (b) claim payment of any other monies due to it by any other Obligor or any person party to any related security by reason of the performance of its obligations under this Debenture or any related security or on any account whatsoever or exercise any other right or remedy or enforce any Encumbrance, guarantee, indemnity or other assurance which it has in respect thereof,
- (c) claim any contribution from any other Obligor or any other person party to any related security,
- (d) negotiate, assign, charge or otherwise dispose of any monies, obligations or liabilities now or at any future time due or owing to it by any other Obligor or any person party to any related security or any Encumbrance, guarantee, indemnity or other assurance in respect thereof, or
- (e) claim or prove in the winding-up or dissolution of any other obligor or any other person party to any related security,

and the Company receives any sums in contravention of Clause 5.5 of the Debenture, it shall hold them on trust to be applied by the Security Holder in or towards satisfaction of the Security Liabilities in such order or manner as the Security Holder may specify

Definitions

"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 thereto and the GE Standard Terms,

"Charging Company" each Initial Charging Company and any other company which becomes a party to this Debenture pursuant to a Supplemental Deed,

"Charged Assets" in relation to the Company, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, this Debenture and the proceeds of the disposal of the same,

"Client" each person, other than the Security Holder, which is a party to the Business Finance Agreement as a Client,

"Expenses" 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

	<p>(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</p> <p>(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 their respective rights or powers referred to or contained in any of the Financing Documents,</p>
"Financing Documents"	<p>the following documents</p> <p>(i) the Business Finance Agreement,</p> <p>(ii) the GE Standard Terms,</p> <p>(iii) this Debenture,</p> <p>(iv) any assignment by way of security,</p> <p>(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,</p> <p>(vi) any deed or agreement governing or regulating the priority of Encumbrances or regulating claims of any Obligor against any other Obligor or person liable to the Security Holder in respect of the Secured Liabilities,</p> <p>(vii) any agreement, instrument, notice or certificate delivered or entered into in connection with any of the above,</p>
"Group"	in relation to any company, that company and its Subsidiaries, its holding company (as defined in section 736 Companies Act 1985) and the Subsidiaries of that holding company,
"Intellectual Property"	in relation to the Company, all its patents (including applications, improvements, prolongations, extensions and rights to apply therefor), designs (whether registered or unregistered), utility models, trade and business names, know-how, 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,
"Non Vesting Debts"	any Debt to be purchased by the Security Holder under the Business 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 such Charging Company or as between the Security Holder and any third party,
"Obligor"	each 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 any such Charging Company, Client or other person to the Security Holder,

"Other Debts" in relation to the Company

- (i) all present and future book and other debts due or owing to such Charging Company, the proceeds of the same and all other moneys due and owing to the Company or which may become due and owing to it in the future,
- (ii) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of the Company with any bank, financial institution or other person and the debts represented thereby,
- (iii) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution, and
- (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 it in relation to any of the debts, proceeds, moneys or sums referred to in any paragraphs (i), (ii) or (iii) above,

including, in each case, all Remittances and Associated Rights in respect thereof but excluding, in the case of a Charging Company which is a Client (and for the period of time it is or remains a Client)

- (i) Non-Vesting Debts, and
- (ii) any Debts whilst they remain vested in, or held on trust for, the Security Holder under the Business Finance Agreement

"Plant and Machinery"

in relation to the Company, all plant, machinery and other equipment (including the plant and machinery specified in Schedule 3) and other tangible personal property (except Inventory) owned by it at any time and wheresoever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto,

"Policies"

in relation to the Company, the policies of insurance in which it is interested details of which are set out in Schedule 4, and any other policies of insurance in which such Charging Company may now or hereafter have an interest and "Policy" shall mean each one of the Policies,

"Real Property"

in relation to the 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 and set opposite its name), 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,

"Securities"

in relation to the Company, all its stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise (including those details which appear in Schedule 2) and all other interests (including, but not limited to, loan capital) both present and future held by the Company in any person 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

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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

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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 870).

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 866). 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).

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Signature

Please sign the form here

Signature

Signature

X *Bermane*

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 David Gledhill

Company name Bermans

Address Cardinal House

20 St Mary's Parsonage

Post town

County/Region Manchester

Postcode M 3 2 L Y

Country

DX 14365

Telephone 0161 827 4600



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,
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 MORTGAGE OR CHARGE

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

COMPANY NO. 1807199

CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE ALL ASSETS
GUARANTEE AND INDEMNITY AND DEBENTURE DATED 11
JANUARY 2012 AND CREATED BY DISPLAYPLAN LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OF THE OBLIGORS TO GE COMMERCIAL DISTRIBUTION
FINANCE EUROPE 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 14 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JANUARY
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES