

082780/13

# MG01

## Particulars of a mortgage or charge



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

For further information, please  
refer to our guidance at



A58

\*A103OMS8\*

19/12/2012

#236

COMPANIES HOUSE

WEDNESDAY

### 1 Company details

Company number 0 3 3 7 3 7 6 2

Company name in full Cepac Limited (the **Chargor**)

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 d7 m1 m2 y2 y0 y1 y2

### 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 All Assets Debenture (the **Deed**)

### 4 Amount secured

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

Amount secured All monies (in whatever currency), obligations and  
liabilities which are from time to time due, owing  
or incurred by the Chargor to LTSBCF, whether  
actually or contingently, solely or jointly and  
whether as principal or surety, including discount  
charges and interest (as well after as before  
judgment) commission and other fees and charges at  
the rates and on the terms agreed between the  
Chargor and LTSBCF from time to time, together with  
all Expenses and all amounts owing in respect of  
Indemnified Events plus, in each case, interest at  
the rate agreed with the Chargor, from the date the  
same are incurred to the date of payment in full  
compounded monthly or otherwise in accordance with  
LTSBCF's usual practice

#### Continuation page

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

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this form the following words have the meaning set out opposite them</p> <p><b>"Administrator"</b> any person appointed under the Insolvency Act 1986 to manage the Chargor's business and assets.</p> <p><b>"Charged Assets"</b> the subject matter of the mortgages and charges created by the Deed and set out at clause 2 of the Deed.</p> <p><b>"Contract of Sale"</b> a contract in any form (including a purchase order) for the sale or hire of goods and/or provision of services to a Customer under which an Invoice arises</p> <p><b>"Customer"</b> a party under a Contract of Sale obliged to pay the Chargor an Invoice and, where the context permits, a prospective Customer</p> <p><b>"Default"</b> any of the following events</p> <p>(i) LTSBCF makes demand for the payment or discharge of all or any part of the Secured Liabilities,</p> <p>(ii) the Chargor requests LTSBCF to appoint an Administrator or a Receiver or to take possession,</p> <p>(iii) the Chargor breaches (or is found to have breached) any of the covenants or warranties given by it to LTSBCF in the Deed,</p> <p>(iv) the occurrence of a Termination Event.</p> <p><b>"Environmental Laws"</b> all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency (whether in the United Kingdom or elsewhere and whether or not having the force of law) concerning the protection of the environment or human health, including without limitation the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person, whether civil or criminal, for any damage to or pollution of the environment or the rectification thereof or any related matters</p> <p><b>"Environmental Licence"</b> any permit, licence, authorisation, consent or other approval required by any Environmental Law</p> <p><b>"Dispose"</b> or <b>"Disposal"</b> includes sale, transfer, lease, licence, or parting with possession or granting any interest in</p> <p><b>"Equipment"</b> any plant, machinery and/or other equipment charged to LTSBCF by the Deed.</p> <p><b>"Expenses"</b> those fees, cost, charges and expenses covenanted to be paid by the Chargor in clause 14.1 of the Deed.</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>"Indemnified Events"</b> those matters and events in respect of which the Chargor is liable to indemnify or reimburse LTSBCF, including those referred to in clauses 5.4 and 14 of the Deed</p> <p><b>"Insolvency Act"</b> Insolvency Act 1986 and any secondary legislation made under it</p> <p><b>"Intellectual Property"</b> all patents (including applications, improvements, prolongations, extensions and right to apply therefor), design rights, trade marks and service marks (whether registered or unregistered) and applications for the same, copyright, trade, brand, domain and business names, knowhow, confidential information, trade secrets, databases and computer software programs and systems and all other intellectual or intangible property (including the benefit of any 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><b>"Invoice"</b> means any present, future or contingent obligation (including any tax or duty) of a Customer to make payment under a Contract of Sale (whether invoiced or not) and, where the context permits, includes part of an Invoice</p> <p><b>"LPA"</b> Law of Property Act 1925</p> <p><b>"Non Vesting Invoices"</b> all or any Invoices from time to time purported to be assigned to LTSBCF pursuant to the Receivables Finance Agreement which are not assigned absolutely to LTSBCF for any reason (and whether or not held on trust for LTSBCF) together with the Related Rights to such Invoices.</p> <p><b>"Nominated Account"</b> any account opened pursuant to clause 4 1.3 of the Deed</p> <p><b>"Other Invoices"</b> all book debts, revenues and claims whether actually or contingently owing to the Chargor whether or not on account of its trading both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by the Chargor for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien, but excluding:</p> <p>(1) any Invoices assigned to LTSBCF pursuant to the Receivables Finance Agreement; and</p> <p>(11) Non Vesting Invoices</p> <p><b>"Permitted Security Interest"</b> any Security Interest specified in Schedule 4 and any lien arising by operation of law in the ordinary course of trading over property other than land.</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
Amount secured		Please give us details of the amount secured by the mortgage or charge
	<p><b>"Property"</b> any freehold or leasehold property owned or occupied by the Chargor</p> <p><b>"Receiver"</b> any receiver or receiver and manager who is not an administrative receiver (within the meaning of section 29(2) Insolvency Act) appointed under the Deed.</p> <p><b>"Receivables Finance Agreement"</b> the agreement for the sale and purchase of Invoices between the Chargor and LTSBCF, details of which are set out in Schedule 1 as varied, amended, supplemented or replaced from time to time.</p> <p><b>"Related Rights"</b> has the same meaning as in the Receivables Finance Agreement</p> <p><b>"Remittances"</b> cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement</p> <p><b>"Security Interest"</b> any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement</p> <p><b>"Secured Liabilities"</b> all monies (in whatever currency), obligations and liabilities which are from time to time due, owing or incurred by the Chargor to LTSBCF, whether actually or contingently, solely or jointly and whether as principal or surety, including discount charges and interest (as well after as before judgment) commission and other fees and charges at the rates and on the terms agreed between the Chargor and LTSBCF from time to time, together with all Expenses and all amounts owing in respect of Indemnified Events plus, in each case, interest at the rate agreed with the Chargor, from the date the same are incurred to the date of payment in full compounded monthly or otherwise in accordance with LTSBCF's usual practice</p> <p><b>"Securities"</b> all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for any of the same) and whether marketable or not, held by the Chargor now or at any time in the future including all allotments, rights and benefits at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect thereof</p> <p><b>"Trust Account"</b> any bank account into which Customers are required under the Receivables Finance Agreement to pay Invoices on which LTSBCF is the only authorised signatory</p>	

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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 Lloyds TSB Commerical Finance Limited (LTSBCF)

Address No 1 Brookhill Way, Banbury, Oxon

Postcode O X 1 6 3 E L

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

**2 CHARGING PROVISIONS**

2 1 As continuing security for the payment and/or discharge of the Secured Liabilities, the Chargor with full title guarantee charges to LTSBCF

2.1 1 by way of **legal mortgage**, the property (if any) described in Schedule 2,

2 1.2 by way of **fixed charge** any freehold or leasehold property (excluding any property charged by clause 2 1 1) now and in the future owned by the Chargor or in which the Chargor may have an interest,

2 1.3 by way of **fixed charge**, all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any of the Chargor's freehold or leasehold property;

2.1.4 by way of **fixed charge** all the Chargor's plant and machinery and other equipment listed in Schedule 3 and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,

2 1 5 by way of **fixed charge**, any other plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Chargor's business not listed in Schedule 3 and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,

2.1 6 by way of **fixed charge**, all Non Vesting Invoices and all cash in respect thereof,

CONTINUED

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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><b>CONTINUED</b></p> <p>2 1.7 by way of <b>fixed charge</b>, all other Invoices required by LTSBCF to be paid into a Nominated Account and all cash in respect thereof;</p> <p>2 1.8 by way of <b>fixed charge</b>, any credit balance on any Nominated Account;</p> <p>2.1.9 by way of <b>fixed charge</b>, all the Chargor's goodwill and uncalled capital present and future;</p> <p>2.1 10 by way of <b>fixed charge</b>, all the Chargor's Intellectual Property from time to time not disposed of in the ordinary course of the Chargor's business;</p> <p>2 1 11 by way of <b>fixed charge</b>, all Securities from time to time owned by the Chargor or in which it has an interest;</p> <p>2 1 12 by way of <b>fixed charge</b>, all loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor from any Subsidiary of the Chargor or a member of the Chargor's Group,</p> <p>2 1 13 by way of <b>fixed charge</b>, all the Chargor's rights and claims (including to the return of premiums) under all insurance policies in which the Chargor has an interest from time to time,</p> <p>2 1 14 by way of <b>floating charge</b>, all the Chargor's property, assets and rights from time to time not subject to a fixed charge under the Deed (including any property or assets situated in Scotland)</p> <p><b>The Deed contains the following:</b></p> <p><b>NOTE 1 - CLAUSE 3 RESTRICTIONS</b></p> <p>3 1 The Chargor agrees with LTSBCF that it will not, without LTSBCF's prior written consent</p> <p>3 1.1 create or permit to subsist, in favour of any person other than LTSBCF, any Security Interest on the Charged Assets, except for any Permitted Security Interest;</p> <p>3 1.2 Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge,</p> <p>3 1.3 Dispose of any Charged Assets charged by way of floating charge other than for market value in the ordinary course of business</p> <p><b>NOTE 2 - CLAUSE 6 FURTHER ASSURANCE AND POWER OF ATTORNEY</b></p> <p>6 1 The Chargor will, upon LTSBCF's request, grant it such further Security Interests in the Charged Assets in such form and on such terms as LTSBCF may require and do whatever other acts or things LTSBCF may require</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

in relation to the Charged Assets in order to secure the Secured Liabilities, to perfect or protect the Security Interests created by the Deed or to facilitate the realisation of the Charged Assets

6.2 The Chargor by way of security irrevocably appoints LTSBCF and any Receiver severally to be its attorneys in its name and on its behalf to:

6.2 1 do all things which the Chargor may be required to do under the Deed,

6 2 2 sign, execute and deliver and otherwise perfect any security required to be executed pursuant to clause 6 1, and

6 2 3 sign, execute, deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required to enable LTSBCF or any Receiver to exercise their powers under the Deed, or to perfect or vest in LTSBCF, its nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any or the exercise of any other power under the Deed.

Each attorney may appoint a substitute or delegate his authority. The Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney in clause 6 of the Deed

#### NOTE 3 - CLAUSE 7 ENFORCEMENT

7 1 At any time after a Default LTSBCF may with or without further notice to the Chargor:

7.1 1 appoint an Administrator of the Chargor in accordance with the Insolvency Act 1986;

7.1 2 appoint a Receiver to any of the Charged Assets, provided that they comprise less than the whole or substantially the whole of the Chargor's assets (within the meaning of section 29 Insolvency Act),

7 1 3 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets,

7 1 4 exercise in the name of the Chargor (without any further consent or authority from the Chargor) any voting rights attached to the Securities and all powers given to trustees by sections 40(1) and 40(3) of the Trustee Act 2000 in respect of securities or property subject to a trust and any other powers or rights exercisable by the registered holder of the Securities or by the bearer thereof,

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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

7.1 5 direct that all dividends, distributions, interest and other monies received by it in respect of the Securities are paid to it and applied in accordance with clause 10 of the Deed

**NOTE 4 - CLAUSE 9 POWERS ON ENFORCEMENT**

9.1 An Administrator will have all the powers given to him under the Insolvency Act

9 2 A Receiver may exercise in respect of the Charged Assets to which he is appointed

9 2 1 the same powers to do, or omit to do, in the name of and on behalf of the Chargor, anything which the Chargor itself could have done or omitted to do with such Charged Assets were they not the subject of the Deed and the Chargor were not in insolvency proceedings,

9 2 2 all or any powers given to receivers by the LPA but without any of the restrictions imposed upon the exercise of those powers by the LPA, or

9 2.3 notwithstanding that he is not an administrative receiver, all or any of the powers specified in Schedule 1 to the Insolvency Act.

9 4 If LTSBCF enforces the Deed itself pursuant to clause 7 1 3 it will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.

9 5 Except to the extent provided by law, none of the powers described in Clause 9 of the Deed will be affected by an insolvency event in relation to the Chargor

**NOTE 5 - SCHEDULE 1**

The Receivables Finance Agreement entered into between the Chargor and LTSBCF dated 17 December 2012.



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## Particulars of a mortgage or charge

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

N/A

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 Hill Dickinson LLP 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 Victoria Sham

Company name Hill Dickinson LLP

Address The Balance

Pinfold Street

Post town Sheffield

County/Region South Yorkshire

Postcode S 1 2 G U

Country United Kingdom

DX 10525 Sheffield

Telephone 0114 229 7907



### 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 mortgage 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](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. 3373762  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE  
DATED 17 DECEMBER 2012 AND CREATED BY CEPAC LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO LLOYDS TSB 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  
19 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 DECEMBER  
2012



**Companies House**



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