



Registration of a Charge

Company name: **COPLANT LIMITED**

Company number: **06324642**

Received for Electronic Filing: **14/06/2017**



X68LHNCP

Details of Charge

Date of creation: **12/06/2017**

Charge code: **0632 4642 0002**

Persons entitled: **SVENSKA HANDELSBANKEN AB (PUBL)**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SAMANTHA PIERCE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6324642

Charge code: 0632 4642 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th June 2017 and created by COPLANT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th June 2017 .

Given at Companies House, Cardiff on 15th June 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

THIS DEBENTURE is made on 12-6-2017 BETWEEN:

- (1) Coplant Limited company number 06324642 (the "Borrower"); and
- (2) Svenska Handelsbanken AB (publ) (the "Bank").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

"Authorisations" means all authorisations, consents and permits issued by any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings.

"Bank Account" means any account held by the Borrower with the Bank from time to time.

"Charged Assets" means all the undertaking, property and assets of the Borrower described in clause 3.1 (*Fixed charge*) and clause 3.2 (*Floating charge*), including any part thereof and any interest therein.

"Collateral Instruments" means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person.

"Debts" means the assets of the Borrower described in clause 3.1.9 (*Fixed charge*).

"Default" means any event of default (howsoever described) which entitles the Bank to accelerate or demand payment of the Secured Liabilities.

"Deposits" means any and all sums for the time being standing to the credit of, and the debt represented by, any bank account maintained by the Borrower or in which the Borrower has an interest.

"Enforcement Date" means the date on which the Bank demands the payment or discharge of all or any part of the Secured Liabilities or, if earlier, the date on which an application is made or other action is taken for the administration of the Borrower.

"Insurances" means all contracts or policies of insurance in which the Borrower from time to time has an interest.

"Party" means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004, and any subordinate legislation made (before or after this Deed) under those statutes and any other statute governing or controlling the use or development of land and property.

"Properties" means the assets of the Borrower described in clause 3.1.1 (*Fixed charge*) and all present and future heritable and leasehold property in Scotland now or hereafter vested in the Borrower together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting such property (each a "Property").

"Receiver" means any one or more receivers and/or managers appointed by the Bank pursuant to this Deed in respect of the Borrower or over all or any of the Charged Assets.

"Related Rights" means any dividend, interest or other amount (cash or otherwise) paid or payable in relation to any Share and any shares, stocks, securities, rights, money, assets or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, distribution, bonus, allotment, preference, under option rights or otherwise.

"Security Interest" means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, right of set-off, trust arrangement for the purpose of providing security or any other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect.

"Secured Liabilities" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 (*Covenant to pay*).

"Security Period" means the period from the date of this Deed until the Bank confirms in writing to the Borrower that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

"Shares" means the Borrower's interests in any share in the share capital of any person.

1.2 Construction

1.2.1 Any reference in this Deed to:

- (i) an **"amendment"** includes amendment, implement, novation, re-enactment, replacement, reinstatement or variation and **"amend"** or **"amended"** will be considered accordingly;
- (ii) **"assets"** includes present and future property, revenues and rights of every description;
- (iii) **"consent"** shall be construed as including, without limitation, any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;
- (iv) **"this Deed"** or any other agreement or instrument is a reference to this Deed or that other agreement or instrument as the same may have been, or may from time to time be, amended, novated, replaced, restated or supplemented provided that, where the consent of the Bank is required to such amendment, novation, replacement, restatement or supplement, such consent has been obtained;
- (v) a **"guarantee"** includes any guarantee, indemnity, counter indemnity or other assurance in respect of the indebtedness of any person;
- (vi) the words **"includes"**, **"including"** and **"in particular"** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words;
- (vii) **"law"** includes common or customary law, principles of equity and any constitution, code of practice, decree, judgement, decision, legislation, order, ordinance, regulation, bye-law, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, guideline, request, rule or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, guideline, request, rule or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (viii) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (ix) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of the law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (x) **"rights"** includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of every kind, present, future and contingent); and
- (xi) **"security"** includes any mortgage, charge, pledge, lien, security assignment, hypothecation or trust or other arrangement for the purpose of providing security and any other encumbrance or security interest of any kind having the effect of securing any obligation of any person (including, without limitation, the deposit of moneys, property or title documents with a person with the intention of affording such person a right of set-off or lien) and any other agreement or any other type of arrangement having a similar effect.

1.2.2 Clause and schedule headings are for ease of reference only.

1.2.3 A reference in this Deed to any person includes that person's successors in title, whether immediate or derivative and (in the case of the Bank only) its permitted assignees and permitted transferees, whether immediate or derivative.

1.3 Qualifying floating charge

This Deed contains a qualifying floating charge, and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.2 (*Floating charge*).

2 COVENANT TO PAY

2.1 Covenant

The Borrower covenants that it will on demand pay to the Bank all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Bank when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are expressed or implied; present, future, actual or contingent; joint or several; incurred as principal or surety; originally owing to the Bank or purchased or otherwise acquired by it; denominated in sterling or in any other currency; or incurred on any banking account or in any other manner whatsoever.

2.2 Certain liabilities

The liabilities referred to in clause 2.1 (*Covenant*) shall, without limitation, include:

- 2.2.1 all liabilities under or in connection with foreign exchange transactions, interest rate swaps and hedging transactions and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;
- 2.2.2 all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind;
- 2.2.3 interest (both before and after judgement) to date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any such moneys, obligations or liabilities or generally in respect of the Borrower; and
- 2.2.4 all costs, charges, expenses and liabilities incurred as a result of or pursuant to the exercise of the rights and powers contained in this Deed.

3 CHARGES

3.1 Fixed charge

The Borrower charges to the Bank with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future by way of fixed charge:

- 3.1.1 all estates or interests in any freehold or leasehold property in England and Wales now or hereafter belonging to the Borrower;

- 3.1.2 all other interests belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use land;
- 3.1.3 the benefit of all other agreements relating to the Property to which it is or may become a party or otherwise entitled;
- 3.1.4 all plant and machinery owned by the Borrower and its interest in any plant and machinery in its possession;
- 3.1.5 all Shares held by it and/or any nominee on its behalf and all Related Rights;
- 3.1.6 all benefits in respect of the Insurances including all claims and the refund of any premiums;
- 3.1.7 its rights under the appointment of any managing agent of any of the Properties;
- 3.1.8 the Deposits;
- 3.1.9 all of its book debts, other debts and prepayments, the proceeds of the same and all monies due and owing to it together with the full benefit of all Security Interests, Collateral Instruments and other rights relating to any of the foregoing;
- 3.1.10 all its goodwill and uncalled capital from time to time; and
- 3.1.11 the benefit of all Authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets.

3.2 Floating charge

The Borrower charges to the Bank as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property, rights and assets whatsoever and wheresoever both present and future, other than any property, rights or assets from time to time effectively charged by way of fixed charge pursuant to clause 3.1 (*Fixed charge*).

3.3 Conversion of floating charge by notice

The Bank may by notice to the Borrower convert the floating charge created by this Deed into a fixed charge as regards all or any of the Borrower's assets specified in the notice if:

- 3.3.1 a Default is continuing; or
- 3.3.2 the Bank considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, sequestration or other process or to be otherwise in jeopardy.

3.4 Automatic conversion

Notwithstanding anything contained in this Deed if, without the prior written consent of the Bank or as permitted under this Deed:

- 3.4.1 the Borrower creates any Security Interest (whether by way of fixed or floating Security Interest) over, or otherwise encumbers, any of the Charged Assets subject to a floating charge under this Deed or attempts to do so; or
- 3.4.2 any person levies or attempts to levy any distress, attachment, execution, sequestration or other process against any of the Charged Assets,

the floating charge created by this Deed over such of the Charged Assets shall automatically without notice operate and have effect as a fixed charge instantly such event occurs.

3.5 Set Off

The Borrower hereby agrees that the Bank may at any time and from time to time without notice, set off any amounts owed by it to the Borrower in or towards satisfaction of the Secured Liabilities (which

shall be in addition to and without prejudice to such rights of set-off, combination, lien and other rights whatsoever conferred on the Bank by law) and may transfer any sum or sums standing to the credit of any account of the Borrower with the Bank at any of its branches, of whatever nature and in whatever currency denominated, in or towards satisfaction of any sums due and payable from the Borrower to the Bank under this Deed or in or towards satisfaction of the Secured Liabilities.

If the liability in respect of which the Bank is exercising its rights of set-off is contingent, or not yet payable, it shall automatically be accelerated, and shall accordingly be due and payable, before and at the time of such set-off. If the sums standing to the credit of any account of the Borrower with the Bank at any of its branches against which set-off is to be made are not due or matured or otherwise payable, they shall notwithstanding anything to the contrary contained in this Deed be deemed already to be so for the purposes of the set-off contemplated in this clause 3.5 provided that the Bank shall not be obliged to exercise any right given to it by this clause 3.5.

4 UNDERTAKINGS

4.1 Duration

The undertakings in this clause 4 remain in force during the Security Period.

4.2 Negative Pledge

The Borrower will not create or agree to create or permit to subsist any Security Interest over any part of the Charged Assets.

4.3 Debts

The Borrower will:

- 4.3.1 collect in the ordinary course of its business and pay immediately into the Bank Account all moneys which it receives in respect of the Debts and hold the proceeds of such Debts (until payment into the Bank Account) on trust (for which the perpetuity period shall be 125 years) for the Bank;
- 4.3.2 if requested by the Bank, open such bank accounts (including separate designated accounts, blocked accounts or trust accounts) in the name of the Borrower with such mandates as the Bank may specify; and if requested by the Bank, procure that all payments received by it in respect of the Debts are paid into such account in accordance with the written directions of the Bank from time (subject only to such rights as the bank at which the account is held may have in respect thereof); and
- 4.3.3 not, without the prior written consent of the Bank:
 - (i) set off, vary, postpone or release any of the Debts;
 - (ii) factor or assign its Debts; or
 - (iii) do or omit to do anything which may delay or prejudice the full recovery of any Debt.

4.4 Deposit of deeds

The Borrower will deposit with the Bank (to be held at the risk of the Borrower) all deeds and documents of title relating to the Properties and such other Charged Assets as the Bank may require.

4.5 Calls

The Borrower will duly and promptly pay all calls, instalments or other moneys which may from time to time become due in respect of any of the Shares.

4.6 Compliance with covenants

The Borrower will:

15 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

16 NOTICES

Any communication to be made by the Bank under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter to the address of the Borrower last known to the Bank.

17 CALCULATIONS AND CERTIFICATES

17.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Bank are prima facie evidence of the matters to which they relate.

17.2 Certificates and determinations

Any certification or determination by the Bank under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

17.3 No set-off by the Borrower

All payments to be made by the Borrower under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

18 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each document governing the terms of the Secured Liabilities and relating to any disposition of property shall be deemed to be incorporated in this Deed.

19 THIRD PARTY RIGHTS

Save as permitted in this Deed, a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause 19 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

20 EXECUTION AS A DEED

The parties agree and confirm that this Deed shall take effect as a deed notwithstanding that the Bank may have executed this Deed under hand only.

21 GOVERNING LAW


This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and construed in accordance with, English law.

This Deed has been entered into as a deed at the date stated at the beginning of this Deed.

SIGNATORIES

Borrower

Executed as a deed)
by the Borrower)
acting by a director in the presence of:)



Director

Signature of witness: 

Name: CATHERINE JANE LUKER

Address: 31 VESPASIAN WAY
KINGSNORTH
ASHFORD, KENT
TN23 3QX

For and on behalf of the Bank



Authorised Signatory

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Resolution re Debenture

Extract from the records of **Coplant Limited** (the "Company")

of a resolution of the Director dated 18-5-17

"After due consideration of all the circumstances and on being satisfied that it is for the benefit of the Company and in the interests of the Company for the purpose of carrying on its business it was resolved to enter into the debenture in the form now produced (the "**Debenture**") and to deliver the Debenture to the Bank.

It was resolved that the Debenture be executed and delivered as a deed by the Company acting by its Director in the presence of a witness."

I hereby certify that the foregoing is a true extract from the records of the Company and that a true copy of the Debenture has been retained by the Company.

Director/Secretary*



*Delete as appropriate but should only be signed by a director where the company no longer has a company secretary and has altered its Articles to this effect

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