

# MG01

## Particulars of a mortgage or charge

100005/13

### 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

THURSDAY



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A21

13/09/2012

#163

COMPANIES HOUSE

## 1 Company details

Company number

0 7 2 4 9 3 9 7 ✓

Company name in full

Global Plastic Solutions (Southern) Ltd (the "Chargor")

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

✓ d 1 0 m 0 9 y 2 0 y 1 2

## 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 security agreement (the "All assets security agreement")

## 4 Amount secured

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

Amount secured

✓ All of the Borrower's and the Chargor's liabilities to the Lenders and the  
Security Holder (present, future, actual or contingent and whether incurred  
alone or jointly with another) and including (i) Interest and (ii) Expenses (the  
"Chargor's Debt")

### 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Funding Circle Recoveries Limited (the "Security Holder") as security agent for the various Lenders	
Address	99 Southwark Street, London	
Postcode	S E 1 0 J 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>Pursuant to clause 2 of the All Assets Security Agreement, the Chargor as a continuing security for the payment on demand of the Chargor's Debt and with full title guarantee, gave to the Security Holder</p> <p>(1) a fixed charge over the following property of the Chargor, owned now or in the future</p> <ul style="list-style-type: none"><li>(i) all Land vested in or charged to the Chargor, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land,</li><li>(ii) all plant and machinery, including any associated warranties and maintenance contracts,</li><li>(iii) all the goodwill of the Chargor's business,</li><li>(iv) any uncalled capital,</li><li>(v) all stock, shares and other securities held by the Chargor at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities,</li><li>(vi) all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights,</li><li>(vii) the benefit of any hedging arrangements, futures transactions or treasury instruments, and</li></ul> <p>(2) a floating charge over all the other property, assets and rights of the Chargor owned now or in the future which are not subject to an effective fixed charge under the All Assets Security Agreement or under any other security held by the Security Holder,</p> <p>all such charged assets being referred to as the "Charged Property"</p> <p><b>Notes</b></p> <p>1 Pursuant to clause 3 of the All Assets Security Agreement (<i>Restrictions</i>) the Chargor shall not without the Security Holder's consent</p> <ul style="list-style-type: none"><li>(viii) permit or create any mortgage, standard security, charge or lien on the Property,</li><li>(ix) dispose of the Charged Property charged by clause 2 1 of the All Assets Security Agreement,</li><li>(x) dispose of the Charged Property charged by Clause 2 2 of the All Assets Security Agreement, other than in the ordinary course of business,</li><li>(xi) call on, or accept payment of, any uncalled capital,</li><li>(xii) deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Chargor will not realise its book and other debts by means of invoice discounting or factoring arrangements</li></ul> <p><i>Please see continuation pages</i></p>	

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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 870).

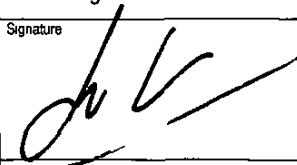
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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).

### 9 Signature

Please sign the form here

Signature

Signature



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 Adam Blair

Company name Funding Circle Recoveries Limited

Address 99 Southwark Street

Post town London

County/Region London

S S E 1 0 J F

Country UK

DX

Telephone 0207 401 9111

### ✓ 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

### i 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)**

# MG01 – continuation page

Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

### Notes continued

2 Pursuant to clause 12 of the All Assets Security Agreement (*Power of Attorney*) to give effect to the All Assets Security Agreement and secure the exercise of any of the Chargor's powers, the Chargor irrevocably appointed the Security Holder, and separately any receiver, to be the Chargor's attorney (with full power of substitution and delegation), in the Chargor's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

### Definitions

The following terms shall have the following meanings in this Form MG01

**"Borrower"** means Orchid Plastics Limited of The Lime Store, Florence Road Kellybray, Callington, Cornwall, PL17 8EQ with company number 03349189

**"Expenses"** means costs and expenses the Security Holder, the Lenders or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with taking, perfecting, protecting, enforcing or exercising any power under this deed or in connection with the property charged by clause 2 of the All Assets Security Agreement

**"Interest"** means interest payable at the rate charged by the Lenders to the Chargor or the Borrower on the underlying loan and calculated before and after judgment on a daily basis

**"Land"** means any interest of the Chargor in any heritable, freehold or leasehold land

**"Lenders"** means those lenders that have, from time to time, lent a specific loan to a Borrower or a Chargor under the Funding Circle platform on the conditions that the loan is supported by the All Assets Security Agreement

**"Subsidiary"** means an entity controlled, directly or indirectly, by the Chargor or by a Subsidiary of the Chargor ("Control" when used in this context means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7249397  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ALL ASSETS SECURITY  
AGREEMENT DATED 10 SEPTEMBER 2012 AND CREATED BY  
GLOBAL PLASTIC SOLUTIONS (SOUTHERN) LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY AND BORROWER TO THE LENDERS AND THE  
SECURITY HOLDER ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 13 SEPTEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 SEPTEMBER  
2012**



*Companies House*  
— for the record —



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

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