

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where the charge
instrument Use form MR01

WEDNESDAY



A08 *A2EAE49D* 07/08/2013 #43
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 03698942

Company name in full Anite Systems Holdings Limited

For official use
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Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 02/08/2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name LLoyds TSB Bank PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	None		

5	Fixed charge or fixed security	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
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6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
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7	Negative Pledge	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

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Signature

Please sign the form here

Signature

Signature

X 

X 

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Fiona Chalmers

Company name Lloyds TSB Bank PLC

Address 5th Floor

110 St Vincent Street

Post town Glasgow

County/Region

Postcode G 2 5 E R

Country

DX 554160 Glasgow 53

Telephone 0845 835 8025



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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

MR01 - continuation page

Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3698942

Charge code: 0369 8942 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd August 2013 and created by ANITE SYSTEMS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2013

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Given at Companies House, Cardiff on 8th August 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEED OF ADMISSION is made the 2 day of November

BETWEEN

- (1) **THE SEVERAL COMPANIES** specified in Part I of the schedule hereto (the 'Existing Companies')
- (2) **THE COMPANY** specified in Part II of the schedule hereto (the 'Further Company'), and
- (3) **LLOYDS TSB BANK plc** (the 'Bank')

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 28th November 2006 and made between the Existing Companies named in Part I of the schedule (1) and the Bank (2) as supplemented by deeds dated 15th February 2007, 16th February 2007, 29th April 2008, 8th October 2008, 15th June 2009, 4th March 2011, 19th February 2013 and 9th April 2013 (the said Omnibus Guarantee & Set-Off Agreement as so supplemented is hereinafter referred to as the **Principal Deed**)

NOW THIS DEED WITNESSETH as follows

- 1 In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein
- 2 The parties hereto hereby agree that the Further Company shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing)
- 2.1 the Further Company hereby covenant with and guarantee to the Bank to pay or discharge to the Bank on demand
 - 2.1.1 all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by any one or more of the Existing Companies anywhere in any manner whatsoever without limitation whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law including
 - (a) in the case of the liquidation, administration or dissolution of any such Existing Company, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
 - (b) in the event of the discontinuance by any means of the Guarantee in respect of any Existing Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company, and
 - 2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in

the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

- 2 1 3 commission and other banking charges and legal, administrative and other costs charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 2 1 2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed,

- 2 2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand

- 2 2 1 all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by the Further Company anywhere in any manner whatsoever without limitation whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law including,

- (a) in the case of the liquidation, administration or dissolution of the Further Company, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by the Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
- (b) in the event of the discontinuance by any means of the Guarantee in respect of the Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of the Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of the Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for the Further Company,

- 2 2 2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

- 2 2 3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or the Further Company or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 2 2 2 above on each such sum from the date that the same was incurred or fell,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed,

2 2 4 the Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Company or the Existing Companies or any of them

(a) combine or consolidate all or any of the Accounts with all or any of the Principals Liabilities, and

(b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals Liabilities.

2 2 5 the Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of the Secured Obligations

3 ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 22 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if the Further Company had been one of the Companies parties to the Principal Deed

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Company and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 9th February 2007 appointing any two Directors or a Director and the Company Secretary for this purpose in accordance with section 74(4) of the Law of Property Act 1925 or applicable law of any jurisdiction and all other powers thereto enabling it

The Schedule

Part I - The Existing Companies

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Anite Plc	1798114	353 Buckingham Avenue Slough Berkshire, SL1 4PF
Anite Holdings International Limited	2220957	353 Buckingham Avenue Slough, Berkshire, SL1 4PF
Anite Travel Limited (formerly Anite Business Systems Limited)	3698178	353 Buckingham Avenue, Slough, Berkshire, SL1 4PF
Anite Systems Holdings Limited	3698942	353 Buckingham Avenue, Slough, Berkshire, SL1 4PF
Anite Telecoms Limited	1721900	353 Buckingham Avenue, Slough, Berkshire, SL1 4PF
FSS Group Limited	3767125	353 Buckingham Avenue, Slough, Berkshire, SL1 4PF
Anite Properties Plc	564653	353 Buckingham Avenue, Slough, Berkshire, SL1 4PF
Anite Financial Management Limited	6005424	353 Buckingham Avenue, Slough, Berkshire, SL1 4PF
Syzygy Solutions Limited	03596401	353 Buckingham Avenue, Slough, Berkshire, SL1 4PF
Reilrop BV		Westblaak 204 3012 KN Rotterdam Netherlands

Anite Telecoms Holdings Limited

04418757

353 Buckingham Avenue,
Slough, Berkshire
SL1 4PF

Part II - The Further Company

Name

Company Number

Registered Office

Anite Telecoms Oy

0647719-2

Tutkijantie 8, 90570 Oulu,
Finland

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

Peter Currie

For and on behalf of Lloyds TSB Bank plc

PETER CURRIE
TECHNICAL EXPERT

Date

6/8/13

Lloyds TSB Bank Plc
WBM Lloyds Securities
5th Floor
110 St Vincent Street
Glasgow
G2 5ER

SIGNED as a deed by Anite Telecoms Oy acting by its

CHRISTOPHER J HUMPHREY (insert full name)

Director

[REDACTED] (signature)

RICHARD J AMOS

(insert full name)

Director/Secretary*

[REDACTED] (signature)

in the presence of
Witness

IAN STEPHENS

(name)

[REDACTED] (signature)

Address

[REDACTED]

Occupation

CHARTERED ACCOUNTANT

SIGNED as a deed by Anite Plc acting by its

CHRISTOPHER J HUMPHREY (insert full name)

Director

[REDACTED] (signature)

RICHARD J AMOS (insert full name)

Director/Secretary*

[REDACTED] (signature)

in the presence of
Witness

IAN STEPHENS

(name)

[REDACTED] (signature)

Address

[REDACTED]

Occupation

CHARTERED ACCOUNTANT

SIGNED as a deed by the Existing Companies other than Anite Plc acting by Anite Plc their duly authorised attorney acting by its

CHRISTOPHER J HUMPHREY (insert full name)

Director

[REDACTED] (signature)

RICHARD J AMOS

(insert full name)

Director/Secretary*

[REDACTED] (signature)

in the presence of
Witness

IAN STEPHENS

(name)

[REDACTED] (signature)

Address

[REDACTED]

Occupation

CHARTERED ACCOUNTANT

* Delete as applicable