

MG01

Particulars of a mortgage or charge

712041 / 26  
BLUEPRINT

2000

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

MONDAY



\*A19VB30J\*

A08

28/05/2012

#65

COMPANIES HOUSE

1 Company details

Company number 0 5 2 1 4 2 8 7

Company name in full Scott-Grant Limited (the "Company")

3 For official use

→ Filling 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 2 4 0 5 2 0 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 debenture between (1) the Company and (2) Close Invoice Finance Limited (the "Factor")  
(the "Debenture")

4 Amount secured

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

Amount secured Please see continuation sheets "Amount Secured" pages 1 and 2

Continuation page

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

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<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Close Invoice Finance Limited	
Address	Ridgeland House, 165 Dyke Road, Hove, East Sussex	
Postcode	B N 3 1 U Y	
Name		
Address		
Postcode		

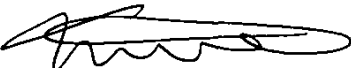
**Continuation page**  
Please use a continuation page if you need to enter more details

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Please see continuation sheets "Short Particulars" pages 1 to 7	

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

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	
<b>8</b>	<b>Delivery of instrument</b>  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)	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature <div style="display: flex; align-items: center; justify-content: space-between;"><span>X</span><span>X</span></div>  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 **New Business & Securities Dept**

Company name **Close Invoice Finance Limited**

Address **Ridgeland House**

**165 Dyke Road**

Post town **Hove**

County/Region **East Sussex**

Postcode **B N 3 1 U Y**

Country **England**

DX

Telephone



### 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](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)**

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Particulars of a mortgage or charge

<b>4</b>	<b>Amount secured</b>	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p><b>4 1 The Company agrees with the Factor</b></p> <p>(a) to pay all the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to the Factor in any manner and for any reason on any account, Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof, Secured Monies also means any of the following items, whether now or in the future</p> <p>(i) all monies due or payable under the Financing Agreement (if any) or any loan agreement or similar between the Company and the Factor or by virtue of any guarantee or indemnity given by the Company to the Factor,</p> <p>(ii) all advances which the Factor has made or shall make to the Company,</p> <p>(iii) any indebtedness now or hereafter to be incurred by the Factor for or at the request of the Company, including all monies which the Factor shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following</p> <p>(A) the Factor making direct advances, or</p> <p>(B) the Factor drawing, accepting, endorsing, paying or discounting any Remittance, or</p> <p>(C) the Factor entering into any bond, guarantee, indemnity or letter of credit, or</p> <p>(D) the Factor confirming orders, or</p> <p>(E) the Factor otherwise accepting any other liability for or on behalf of the Company,</p> <p>(iv) all monies which the Factor can charge to the Company and all costs charges and expenses incurred by the Factor following default in payment of any such monies or of breach by the Company of any of the provisions of the Debenture,</p> <p>(v) the charges of surveyors and/or solicitors instructed by the Factor in connection with any part of the Charged Assets,</p> <p>(vi) all costs and charges and expenses which the Factor may from time to time incur in</p> <p>(A) stamping, perfecting, registering or enforcing the Debenture, or</p> <p>(B) the negotiations for the preparation and execution of the Debenture, and the Financing Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them, or</p>	

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Particulars of a mortgage or charge

<b>4</b>	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>(C) obtaining payment or discharge of Secured Monies, or</p> <p>(D) paying any rent, rates, taxes or outgoings for the Charged Assets, or</p> <p>(E) insuring, repairing, maintaining, managing or realising any part of the Charged Assets, or</p> <p>(F) the preservation or exercise of any rights under or in connection with the Debenture or any attempt to do so, or</p> <p>(G) giving a discharge or release of the Debenture, or</p> <p>(H) dealing with or obtaining advice about any other matter or question arising out of or in connection with the Debenture with the intention that the Factor shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of the Debenture or of any other security held by the Factor for the Secured Monies,</p> <p>(vii) all monies expended by any attorney appointed under clause 6.5 of the Debenture in exercising his powers,</p> <p>(viii) interest on all monies due and owing to the Factor at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto, which are due, owing and payable to the Factor, in accordance with the terms of the transaction, security, instrument or other obligation giving rise to the Company's indebtedness to the Factor, including those under the Financing Agreement,</p> <p>(the "<b>Secured Monies</b>")</p> <p>which are now or shall be due, owing and payable to the Factor, in accordance with the terms of the transaction, security, instrument or other obligation giving rise to the Company's indebtedness to the Factor, including those under the Financing Agreement, and</p> <p>(b) to discharge all obligations and liabilities, whether actual, accruing or contingent, now or in future due, owing or incurred to the Factor by the Company, in whatever currency denominated and on whatever account and howsoever arising, whether alone or jointly and in whatever style, name or form and whether as principal or surety,</p> <p>(the "<b>Secured Liabilities</b>")</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	<p><b>CHARGING PROVISIONS</b></p> <p>6 1 As security for the payment of the Secured Monies, the Company with full title guarantee gives the following mortgages and charges in favour of the Factor namely</p> <ul style="list-style-type: none"> <li>(a) <b>a legal mortgage</b> on the Properties (if any) specified in Schedule 1 below,</li> <li>(b) <b>a legal mortgage</b> on all Properties (other than any Properties specified in Schedule 1) now owned by the Company or in which the Company has an interest,</li> <li>(c) <b>a fixed charge</b> on all of the following assets, whether now or in future belonging to the Company <ul style="list-style-type: none"> <li>(i) the freehold and leasehold properties of the Company not effectively mortgaged under 6 1(a) and (b) above including such as may hereafter be acquired,</li> <li>(ii) all Fixtures in, on or attached to the property subject to the legal mortgages under 6 1(a) and (b) above and all spare parts, replacements, modifications and additions for or to the same,</li> <li>(iii) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same,</li> <li>(iv) all Specified Equipment and the benefit of all contracts and warranties relating to the same,</li> <li>(v) all Equipment, (other than Specified Equipment), and the benefit of all contracts and warranties relating to the same,</li> <li>(vi) all goodwill, unpaid and/or uncalled capital of the Company,</li> <li>(vii) all the Company's Intellectual Property,</li> <li>(viii) all the Company's Securities,</li> <li>(ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group,</li> <li>(x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986,</li> </ul> </li> <li>(d) a fixed charge upon all or any of the following assets, whether now in existence or coming into existence in future <ul style="list-style-type: none"> <li>(i) all documents of title to any item of property which at any time and for any purpose</li> </ul> </li> </ul>	

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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>has been or may be deposited with the Factor,</p> <p>(ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,</p> <p>(iii) any account in the name of the Company under the control of or operated in accordance with the directions of the Factor;</p> <p>(e) <b>a fixed charge</b> on all the Company's Non-Vesting Debts, present and future,</p> <p>(f) <b>a fixed charge</b> on the Company's Other Debts, present and future,</p> <p>(g) the Company, with full title guarantee, hereby charges to the Factor by way of first floating charge as a continuing security for the payment and discharge of the Secured Monies its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to 6 1(a) to (f) (inclusive) above or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland</p> <p>6 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 apply to the floating charge in 6 1(g) above which shall be enforceable at time on or after the Company failing to meet any demand made under clause 7 of the Debenture or, if earlier, the Enforcement Date, save that nothing in the Debenture shall cause any charge to become enforceable whilst the Company is subject to a Moratorium</p> <p>6 3 If the Factor shall enforce any of the above charges then the floating charges created by the Debenture shall immediately and without further formality become fixed charges</p> <p>6 4 So far as permitted by law and notwithstanding anything expressed or implied in the Debenture, if the Company</p> <p>(a) creates or attempts to create any Encumbrance over all or any of the Charged Assets without the prior written consent of the Factor, or</p> <p>(b) if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Charged Assets,</p> <p>the floating charge created by 6 1(g) above over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge</p> <p>6 5 So far as permitted by law and notwithstanding anything expressed or implied in the Debenture, upon the occurrence of any event described at</p>



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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(a) clause 7 1(e) of the Debenture, or</p> <p>(b) clause 7 1(m) of the Debenture,</p> <p>the floating charges created by the Debenture shall, unless otherwise agreed by the Factor in writing, automatically and without notice be converted into fixed charges</p> <p>6 6 Notwithstanding anything expressed or implied in the Debenture but without prejudice to 6 5 and 6 6 above, the Factor shall be entitled at any time by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Charged Assets into a fixed charge as regards the assets specified in such notice</p> <p><b>FURTHER ASSURANCE AND POWER OF ATTORNEY</b></p> <p>6 7 At the Factor's request, the Company will at the Company's cost immediately sign, seal, execute, deliver and perfect all deeds and instruments and do all such other acts and things as the Factor or any Receiver appointed hereunder may require in order to perfect or enforce the security created under the Debenture or to use the powers given to each of them in the Debenture or to enforce the obligations of the Company and/or the rights of the Factor under the Debenture</p> <p>6 8 The Company will, if called upon by the Factor, execute a legal or equitable assignment of any part of the Charged Assets, in such terms as the Factor may require. The Company will then give notice of such assignment to such persons as the Factor may specify and take such other steps as the Factor may require to perfect such assignment</p> <p>6 9 The Company will at the request of the Factor provide additional security in favour of the Factor, in the form of a supplemental charge over Equipment belonging to the Company that is not Equipment in existence at the date of the Debenture</p> <p>6 10 The Company will do and execute such further acts, deeds, documents and things as maybe necessary, advisable or required by the Factor to perfect the security referred to in 6 9 above and to protect the interest of the Factor</p> <p>6 11 The Company by way of security hereby irrevocably appoints the Factor and any Receiver severally to be its attorney and in its name and on its behalf</p> <p>(a) to execute and complete any documents or instruments which the Factor or such Receiver may require for perfecting the title of the Factor to all or any part of the Charged Assets or for vesting the same in the Factor, its nominees or any purchaser,</p> <p>(b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in 6 1 above, and</p>

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>				
	Please give the short particulars of the property mortgaged or charged				
Short particulars	<p>(c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Factor or a Receiver under the Debenture or which may be deemed expedient by the Factor or a Receiver in connection with any disposition, realisation or getting in by the Factor or a Receiver or in connection with any other exercise of any power under the Debenture and including, but not limited to, a power in favour of any Receiver to dispose for value of any of the assets of the Company over which such Receiver may not have been appointed and which are located at real property over which he has been appointed, without being liable for any losses suffered by the Company</p> <p><b>CONTINUING AND ADDITIONAL SECURITY</b></p> <p>6 12 The Debenture is a continuing security It shall apply to all the Secured Monies despite any interim settlement of account until a final discharge of the Debenture shall be given by the Factor to the Company</p> <p>6 13 The Debenture is in addition to and shall not merge or otherwise prejudice or affect any other right or remedy of the Factor or any assignment, bill, note, guarantee, mortgage or other security now or in future in favour of the Factor or held by or available to the Factor, whether created by the Company or any third party</p> <p>6 14 The Debenture shall not in any way be prejudiced or affected by</p> <p>(a) any guarantee, mortgage or other security now or in future held by or available to the Factor or by the invalidity of any of them or by the Factor now or afterwards dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of them or any rights which it may now or afterwards have, or</p> <p>(b) by the Factor giving time for payment or indulgence or compounding with the Company or any other persons</p> <p>6 15 The Company undertakes that no Encumbrances (other than a general lien in the ordinary course of business) ranking in priority to or pari passu with the charges created by the Debenture will arise after the date of the Debenture over the Charged Assets</p> <p style="text-align: center;"><b>SCHEDULE 1</b></p> <p style="text-align: center;"><b>Property</b></p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">1</td> <td>Land Registered at the Land Registry</td> </tr> <tr> <td style="text-align: center;">2</td> <td>London Borough/County and District</td> </tr> </table>	1	Land Registered at the Land Registry	2	London Borough/County and District
1	Land Registered at the Land Registry				
2	London Borough/County and District				

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6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">3 Title Numbers and Description</p> <p style="text-align: center;"><b>SCHEDULE 2</b></p> <p style="text-align: center;"><b>Specified Equipment</b></p> <p style="text-align: center;"><b>SCHEDULE 3</b></p> <p style="text-align: center;"><b>Definitions</b></p> <p><b>"Associated Rights"</b> - has the same meaning as in the Financing Agreement</p> <p><b>"Charged Assets"</b> - the subject matter of the mortgages and charges (or any or any part of them, if the context so allows) created by the Debenture and set out at clause 3 of the Debenture</p> <p><b>"Debt"</b> - has the same meaning as in the Financing Agreement</p> <p><b>"Encumbrance"</b> - any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right, trust arrangement or other security arrangement, whether by law or agreement</p> <p><b>"Enforcement Date"</b> – the date on which</p> <ul style="list-style-type: none"> <li>(a) the Factor receives from any person notice of intention to appoint an Administrator, or</li> <li>(b) the Company requests the Factor to appoint an Administrator or any Receiver in respect of the Company, or</li> <li>(c) a petition is filed for the appointment of an Administrator in respect of the Company, or</li> <li>(d) an application is made for the appointment of an Administrator in respect of the Company, or</li> <li>(e) an application is made for an administration order in respect of the Company, or</li> <li>(f) an Administrator is appointed in relation to the Company, or</li> <li>(g) a winding up order has been made or a resolution for winding up has been passed or a provisional liquidator has been appointed in respect of the</li> </ul>	

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p style="text-align: center;">Company</p> <p><b>"Equipment"</b> - means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP, including the Specified Equipment</p> <p><b>"Financing Agreement"</b> - the debt purchase agreement (if any) for the sale and purchase of Debts and/or a conditional sale agreement and/or any other type of agreement between the Company and the Factor including that the details of which are set out in Part 2 of Schedule 1 of the Debenture and any amendments or alterations to it or them and any replacement of it or them which may be agreed between the parties</p> <p><b>"Fixtures"</b> - means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that Property, whether or not constituting a fixture at law</p> <p><b>"GAAP"</b> - means accounting principles and practices which are for the time being generally acceptable in the United Kingdom</p> <p><b>"Group"</b> - in relation to any company, that company, the company and its Subsidiaries, its holding company (as defined in section 1159 of the Companies Act 2006) and the Subsidiaries of that holding company</p> <p><b>"Intellectual Property"</b> - all patents (including applications, improvements, prolongations, extensions and right to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (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 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>"Moratorium"</b> - a moratorium coming into effect pursuant to Schedule A1 of the Insolvency Act 1986 or pursuant to paragraph 1A of Schedule 1 to the Insolvent Partnerships Order 1994</p> <p><b>"Non-Vesting Debts"</b> - all or any Debts of the Company to be purchased by the Factor pursuant to the Financing Agreement but which fail to vest absolutely and effectively in the Factor for any reason, together with the Associated Rights to such Debts</p> <p><b>"Other Debts"</b> - all sums due and owing or accruing due and owing to the Company whether or not on account of its trading both present and future except</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) Non-Vesting Debts, and</p> <p>(b) any Debts whilst they remain absolutely and effectively vested in or held on trust for the Factor under the Financing Agreement and whether such vesting results from a legal or equitable assignment</p> <p><b>"Property"</b> - means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and <b>"Properties"</b> means all or any of the same, as the context requires</p> <p><b>"Receiver"</b> - includes a receiver and/or manager not being an administrative receiver (as defined in Section 29(2) of the Insolvency Act 1986) of the Receivership Property</p> <p><b>"Securities"</b> - all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes 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</p> <p><b>"Specified Equipment"</b> means the equipment listed in Schedule 2 above</p> <p><b>"Subsidiary"</b> - a subsidiary as defined in section 1159 of the Companies Act 2006 and unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</p>	



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

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

**COMPANY NO. 5214287  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE  
DATED 24 MAY 2012 AND CREATED BY SCOTT-GRANT  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO CLOSE INVOICE 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  
28 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 MAY 2012

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