

# MG01

## Particulars of a mortgage or charge

711082/39  
**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

TUESDAY



A03 \*A24GTSBL\* 19/03/2013 #221  
COMPANIES HOUSE

### 1 Company details

Company number 05469392  
Company name in full Byatrol Technology Ltd (the "Company")

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 15 03 2013

### 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 made between (1) the Chargor, and (2) Close Brothers Limited, for itself and  
as security trustee for others (the "Security Trustee") (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" page 1

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

Name

Close Brothers Limited

Address

10 Crown Place

London

Postcode

E C 2 A 4 F T

Name

Address

Postcode

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

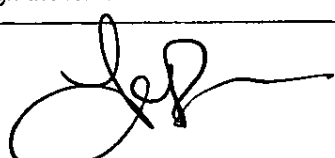
Please use a continuation page if you need to enter more details

Short particulars

Please see continuation sheets "Short Particulars" pages 1 to 2

MG01

Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <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> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
8	<b>Delivery of instrument</b>	
	<p>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).</p> <p>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).</p>	
9	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

# MG01

## 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	Securities Department
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)

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured  T 4 1	All monies now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Chargor to members of the <u>Close Brothers Group Plc group of companies (or any of them)</u> in any manner and for any reason on any account including all such monies due by the Chargor either alone or jointly with any other person or on any partnership account 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 ("the Secured Monies")	

# MG01 - continuation page

## 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>The Chargor with full title guarantee grants the following mortgages and charges in favour of the Security Trustee</p> <p>(a) a legal mortgage on the Properties (if any) specified in the Schedule 3 to the Debenture,</p> <p>(b) a legal mortgage on all Properties (other than any Properties specified in Schedule 3 to the Debenture) now owned by the Chargor or in which the Chargor has an interest,</p> <p>(c) a fixed charge on all of the following assets belonging to the Chargor, whether in existence now or in the future</p> <p>(i) the freehold and leasehold properties of the Chargor not effectively mortgaged under (a) or (b) above including such as may hereafter be acquired,</p> <p>(ii) all Fixtures in, on or attached to the property subject to the legal mortgages under clauses (a) or (b) and all spare parts, replacements, modifications and additions for or to the same,</p> <p>(iii) any other freehold and leasehold property which the Chargor 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,</p> <p>(iv) all Specified Equipment (if any) and the benefit of all contracts and warranties relating to the same,</p> <p>(v) all Equipment, (other than Specified Equipment), and the benefit of all contracts and warranties relating to the same,</p> <p>(vi) all goodwill, unpaid and/or uncalled capital of the Chargor,</p> <p>(vii) all the Chargor's Intellectual Property,</p> <p>(viii) all the Chargor's Securities,</p> <p>(ix) 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>(x) all amounts realised by an administrator or liquidator of the Chargor, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986,</p> <p>(xi) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Trustee,</p> <p>(xii) the assets mentioned in the title documents referred to in (xi) above,</p> <p>(xiii) any account in the name of the Chargor under the control of or operated in accordance with the directions of any member of the Close Group,</p> <p>(xiv) any indebtedness of the Receivables Financier to the Chargor from time to time</p> <p>(d) a fixed charge on all the Chargor's Non-Vesting Debts, present and future,</p> <p>(e) a fixed charge on the Chargor's Other Debts, present and future,</p> <p>(f) 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 wherever located both present and future (other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clauses (a) to (e) inclusive above, by any Supplemental Charge or otherwise pursuant to this deed) including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland</p> <p>When used above -</p> <p>"Close Group" means Close Brothers Group Plc and each of its subsidiaries from time to time</p> <p>"Chargor's Group" means the Chargor and each of its subsidiaries from time to time</p> <p>"Equipment" 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, all components and auxiliary parts and supplies used or to be used in connection therewith 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</p>	

# MG01 - continuation page

## 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>as a fixed asset under GAAP, including the Specified Equipment</p> <p>"Fixtures" 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>"Intellectual Property" - all patents (including applications, improvements, prolongations, extensions and right to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trademarks 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>"Non-Vesting Debts" - all or any debts of the Chargor to be purchased by the Receivables Financier pursuant to the Receivables Financing Agreement but which fail to vest absolutely and effectively in the Receivables Financier for any reason, together with all rights associated with such debts</p> <p>"Other Debts" - all sums due and owing or accruing due and owing to the Chargor whether or not on account of its trading both present and future except</p> <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 Receivables Financier under the Receivables Financing Agreement and whether such vesting results from a legal or equitable assignment</p> <p>"Property" - the estate and interest of the Chargor in freehold and leasehold property wherever situate (other than any heritable property in Scotland) including 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 "Properties" means all or any of the same, as the context requires</p> <p>"Receivables Financier" - the member of the Close Group which from time to time provides debt purchase facilities to the Chargor, being at the date of the Debenture Close Invoice Finance Limited (registered in England with the number 935949)</p> <p>"Receivables Financing Agreement" - 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 financing agreement between the Company and the Receivables Financier including that the details of which are set out in Part 2 of Schedule 1 to the Debenture</p> <p>"Securities" - 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 Chargor 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>"Specified Equipment" - the equipment, if any, listed in Schedule 5 to the Debenture</p> <p>"Supplemental Charge" means a charge granted or to be granted (as the case may be) pursuant to clause 6.3 of the Debenture, the form of which is set out in schedule 6 to the Debenture</p>	



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

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

**COMPANY NO. 5469392  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE  
DATED 15 MARCH 2013 AND CREATED BY BYOTROL  
TECHNOLOGY LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO MEMBERS OF THE  
CLOSE BROTHERS GROUP PLC GROUP OF COMPANIES (OR  
ANY OF THEM) ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 19 MARCH 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2013**

*R*



**Companies House**



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