

# MG01

## Particulars of a mortgage or charge



V 051607/13

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 register particulars of a charge on a company. To do this use form MG01s

TUESDAY



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09/08/2011

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COMPANIES HOUSE

For official use

1

### Company details

Company number

0 7 2 1 3 9 7 8

Company name in full

PROCESSUS LTD

("the Company")

### 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

d0 d8 m0 m8 y2 y0 y1 y1

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

Debenture ("the Debenture")

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### Amount secured

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

Amount secured

- (i) all liabilities (at the date of the Debenture or thereafter) of any kind and in any currency (actual or contingent, incurred alone, jointly or severally, or as principal, surety or in any other capacity and whether or not Bibby Financial Services Ltd ("Bibby") or any of Them (as defined below) shall have been an original party to the relevant transaction or document) of the Company to Bibby (whether on Bibby's own account or on behalf of any of Them) or to all or any of Them at any time, and
- (ii) all costs, charges and expenses (on a full indemnity basis) incurred by Bibby or any of Them or any receiver relating to the preparation, negotiation, entry into or performance of any Finance Document (as defined below) or protecting or enforcing their respective rights howsoever arising under any Finance Document,

(together "the Secured Liabilities") provided that the Debenture will not secure any liability if and to the extent that it would render the Debenture (or any part of it) unlawful financial assistance within the meaning of sections 677 to 683 inclusive of the Companies Act 2006

### Continuation page

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

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## 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

## Continuation page

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

Name	Bibby Financial Services Ltd (as Security Trustee)						
Address	105 Duke Street						
	Liverpool						
Postcode	L	1		5	J	Q	
Name							
Address							
Postcode							

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## 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

- 01
- 95
- 1 by way of first legal mortgage all Land (as defined below) belonging to the Company at the date of the Debenture including without limitation that described in Part 1 of Schedule 2 to the Debenture (a copy of which Schedule is attached to this Form MG01).
  - 2 by way of first fixed charge -
    - (i) all Land which belongs to the Company after the date of the Debenture (except any Land mortgaged as referred to under 1 above),
    - (ii) the following (including the benefit of all contracts licences and warranties relating to them) -
      - (a) the Company's assets (if any) specified in Part 2 of Schedule 2 to the Debenture (a copy of which Schedule is attached to this Form MG01),
      - (b) the Company's plant and machinery, tools and apparatus, at the date of the Debenture or thereafter, not charged as referred to under 2(ii)(a) above,
      - (c) the Company's computers, vehicles, office equipment and other equipment and moveable assets (other than fixtures) at the date of the Debenture or thereafter not charged as referred to under 2(ii)(a) or (b) above,

excluding any item referred to in 2(ii) above which forms part of the Company's stock in trade or work in progress
    - (iii) all stocks, shares, bonds, coupons certificates of deposit, warrants, negotiable instruments and other securities (and all rights, whether of a capital or income nature, derived from or relating to them) at the date of the Debenture or thereafter legally or beneficially owned by the Company or in which the Company has an interest,
    - (iv) (whether or not registered and including the benefit of all licences, applications and other rights relating to the same) all trade marks, service marks, patents, designs, utility models, trade names, copyrights, design rights, unregistered designs, confidential information, know-how, database rights and domain names legally or beneficially owned by the Company or in which the Company has an interest at the date of the Debenture or thereafter,
    - (v) all the Company's goodwill and uncalled capital at the date of the Debenture or thereafter;
    - (vi) all the Company's Non-Vesting Debts (as defined below),
    - (vii) all the Company's right, title and interest at the date of the Debenture or thereafter in and to all insurance policies in respect of the whole or any part of the Charged Assets (as defined below) and all claims under and proceeds of such insurance policies
    - (viii) all monies at the date of the Debenture or thereafter standing to the Company's credit on any account (including interest from time to time accrued or accruing on such monies), and all rights to repayment of any of them,
    - (ix) all the Company's Other Debts (as defined below),

Continued

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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

3 by way of first floating charge the Company's undertaking and all of the Company's property and assets at the date of the Debenture or thereafter not subject to a fixed charge or mortgage under the Debenture or any other Security Document (as defined below) and (whether or not effectively so charged) all heritable property and all other property and assets in Scotland

#### FLOATING CHARGE BECOMING FIXED

The general law will convert the floating charges created by the Debenture into fixed charges in certain situations. In addition to those situations such charges will become fixed in relation to particular Charged Assets without the need for any further action if -

- (A) the Company creates or attempts to create or allows to exist an Other Interest (as defined below) (except a Permitted Interest (as defined below)) over them,
- (B) distress, execution, attachment, sequestration, diligence in execution or other process is levied on or threatened in relation to them,
- (C) Bibby gives the Company notice in Writing (as defined below) converting the floating charges into fixed charges over all or any of the Charged Assets (at any time and if Bibby chooses on more than one occasion)

Once any event described in (A), (B) or (C) above occurs the Company will deal with the relevant Charged Assets in all respects as then the subject of a fixed charge

#### NEGATIVE COMMITMENTS

The Debenture contains restrictions which, amongst other matters, provide that in relation to the Charged Assets or any interest therein the Company will not without the prior written consent of the Appropriate Consent Provider (as defined below) (by letter sent by it to the Company) -

- (A) sell, transfer, lose possession, grant any interest or create or allow to exist any Other Interest (except a Permitted Interest) or attempt any such thing except that any asset subject to a charge created by the Debenture which is expressed to be floating in the Debenture may be sold at full market value in the ordinary course of the Company's business as carried on at the date of the Debenture before such charge becomes fixed on any such asset,
- (B) except as expressly provided for in the Debenture, release, exchange, compound, set off, grant time or indulgence,
- (C) enter into any factoring or discounting agreement or any other agreement for the sale and purchase of Non-Vesting Debts or Other Debts except with Bibby or any of Them,
- (D) exercise any power (statutory or otherwise) of leasing, agreeing to lease or accepting surrenders of leases or otherwise grant or agree to grant any lease, tenancy, licence or right of occupation,
- (E) do (or not do) anything which may in any way reduce, put at risk or otherwise adversely affect their value or the ability to sell or otherwise dispose of them

#### POSITIVE COMMITMENTS

The Debenture contains obligations which, amongst other matters, provide that the Company -

- (A) will only deal with Non-Vesting Debts and their proceeds as if their ownership had been validly and effectively transferred to that one of Them which has entered into the Debt Purchase Agreement (as defined below) to which such Non-Vesting Debts relate,
- (B) in relation to all Other Debts -
  - (i) must provide Bibby with such information as it requires from time to time,
  - (ii) will collect and realise them promptly and otherwise in the ordinary course of business as Bibby's agent and must not release, exchange, compound, set-off, grant time or indulgence in respect of or otherwise deal with them except as set out in the Debenture or as Bibby or the Appropriate Consent Provider direct in Writing from time to time,
  - (iii) will (for all monies the Company receives relating to them) -
    - (a) immediately pay them into such account(s) as Bibby may from time to time direct and until so paid hold them on trust for Bibby, and
    - (b) once paid into such account withdraw or deal with them and such account only with the prior written consent of the Appropriate Consent Provider and as the Appropriate Consent Provider may direct.

#### ENFORCEMENT

The Debenture gives Bibby the power to appoint a receiver and/or an Administrator

#### DEFINITIONS

TERM	MEANING
"Appropriate Consent Provider"	Each of Them which in relation to the Company (or, if the Facilities (as defined below) have been made available to another person, such other person), is - <ul style="list-style-type: none"> <li>(i) a Debt Purchaser (as defined below), or</li> <li>(ii) if there is no Debt Purchaser, an Asset Funder (as defined below), or</li> <li>(iii) if none of Them is a Debt Purchaser or an Asset Funder, any other of Them,</li> </ul>

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## 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

<b>"Asset Funder"</b>	(i) Bibby Asset Finance Limited, (ii) Bibby Trade Services Limited, (iii) Bibby Leasing Limited, and (iv) A Bibby Company identified as an "Asset Funder" in the documentation under which it became a party to the Security Trust Deed (as defined below), and which at the relevant time is owed any Secured Liabilities,
<b>"Bibby Companies"</b>	The parties (other than Bibby) to the Security Trust Deed from time to time, and <b>"Bibby Company"</b> will be read accordingly,
<b>"Charged Assets"</b>	The whole or any part of the Company's property, assets, income and undertaking from time to time mortgaged and/or charged by the Debenture,
<b>"Debt"</b>	Has the meaning given to it in the Debt Purchase Agreement,
<b>"Debt Purchase Agreement"</b>	Any factoring, invoice discounting or other invoice finance agreement at the date of the Debenture or thereafter between the Company and any of Them,
<b>"Debt Purchaser"</b>	(i) Bibby Financial Services Limited, (ii) Bibby Factors Bristol Limited, (iii) Bibby Factors Leicester Limited, (iv) Bibby Factors Limited, (v) Bibby Factors Manchester Limited, (vi) Bibby Factors Northeast Limited, (vii) Bibby Factors Northwest Limited, (viii) Bibby Factors Scotland Limited, (ix) Bibby Factors Slough Limited, (x) Bibby Factors Sussex Limited, (xi) Bibby Factors Yorkshire Limited, (xii) Bibby Factors International Limited, (xiii) Bibby Invoice Discounting Limited, (xiv) Bibby Financial Services (Ireland) Limited, (xv) Bibby Trade Factors Limited, and (xvi) A Bibby Company identified as a "Debt Purchaser" in the documentation under which it became a party to the Security Trust Deed, and which at the relevant time is owed any Secured Liabilities,
<b>"Facility"</b>	Factoring, invoice discounting, trade finance, asset finance, term, on demand, credit and other facilities (or any of these), and <b>"Facilities"</b> will be read accordingly,
<b>"Finance Document"</b>	The Security Trust Deed, each Security Document and each document (including the Debenture) containing any provisions relating to the payment of any of the Secured Liabilities or pursuant to which any Facility is made available,
<b>"Guarantee"</b>	A guarantee, indemnity or surety for any Secured Liabilities,
<b>"Land"</b>	All estates and other interests in freehold, leasehold or other immovable property (wherever situated) or in which the Company has an interest and -  (i) all buildings and fixtures (including trade fixtures but not including tenant's fixtures) and fixed plant and machinery at any time thereon,  (ii) all easements, rights and agreements in respect of such property,  (iii) all proceeds of sale of such property, and  (iv) the benefit of all covenants given in respect of such property,
<b>"Linked Rights"</b>	Has the meaning given to it in the Debt Purchase Agreement,

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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

<b>"Non-Vesting Debts"</b>	<p>All Debts the ownership of which the Company intends to transfer to any of Them but where this fails for any reason including -</p> <ul style="list-style-type: none"> <li>(i) Debts which at the date of the Debenture or thereafter are the subject of a Debt Purchase Agreement entered into on or before the date of the Debenture,</li> <li>(ii) Debts which are the subject of a Debt Purchase Agreement entered into after the date of the Debenture which - <ul style="list-style-type: none"> <li>(a) existed before such Debt Purchase Agreement was entered into, or</li> <li>(b) come into existence on or after such Debt Purchase Agreement was entered into</li> </ul> </li> </ul> <p>including Debts held on trust by the Company for any of Them and together in each case with their Linked Rights and any Other Interest relating to them and the proceeds of any item described in this definition,</p>
<b>"Other Debts"</b>	<p>All -</p> <ul style="list-style-type: none"> <li>(i) book debts,</li> <li>(ii) debts (other than book debts),</li> <li>(iii) other amounts (including amounts owing to the Company under a Debt Purchase Agreement but excluding amounts described in (iv) below),</li> <li>(iv) amounts or claims relating to any taxes, duties, levies and imposts (or amounts, including penalties, relating thereto),</li> <li>(v) insurance premiums or other overpayments,</li> </ul> <p>at the date of the Debenture or thereafter due, owing or incurred to the Company or purchased or otherwise acquired by the Company and together in each case with their Linked Rights and any Other Interest relating to them and the proceeds of any item described in this definition but not including any Non-Vesting Debts,</p>
<b>"Other Interest"</b>	<p>Any mortgage, charge, assignment for the purpose of security, pledge, lien, hypothecation, option, right of set-off, combination or consolidation of accounts, preferential interest, trust, title retention, tracing right, "hold back" or "flawed asset", guarantee, indemnity or other security interest of any type or similar arrangement of any kind or any agreement, conditional or otherwise, to create or grant any of the same whether at the date of the Debenture or thereafter,</p>
<b>"Permitted Interest"</b>	<p>The Security (as defined below) and any Other Interest to which the prior written consent of the Appropriate Consent Provider is given (by letter sent to the Company),</p>
<b>"Security"</b>	<p>The security created or intended to be created under or pursuant to the Debenture,</p>
<b>"Security Document"</b>	<p>Any document creating or intended to create an Other Interest relating to any of the Secured Liabilities at any time and all Guarantees,</p>

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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

"Security Trust Deed"	The security trust deed dated 11 June 2004 and entered into between (1) Bibby and (2) various Bibby Companies,
"Them"	(1) Bibby and (2) each of the Bibby Companies,
"Writing"	Letter, fax and e-mail

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## Particulars of a mortgage or charge

### 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

X *Duffield*

X

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 **BARNY MOYSES**

Company name **BIBBY FACTORS LIMITED**

Address **PACKINGTON HOUSE**

**3 - 4 HORSEFAIR**

Post town **BANBURY**

County/Region **OXON**

Postcode 

<b>O</b>	<b>X</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>A</b>	<b>A</b>
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Country

DX

Telephone **01295 221036**



### 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:**

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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)**





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

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

**COMPANY NO. 7213978  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 AUGUST  
2011 AND CREATED BY PROCESSUS LTD FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
BIBBY FINANCIAL SERVICES LTD (AS SECURITY TRUSTEE) 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 9 AUGUST 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 AUGUST 2011**

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*Companies House*  
— for the record —



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