

167485/13  
**MG01**

Particulars of a mortgage or charge



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LASERFORM

**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  
use form MG01s

MONDAY



\*AFJHBP4T\*

A22

15/11/2010

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COMPANIES HOUSE

For official use

**1**

**Company details**

Company number

0 7 3 6 6 1 4 7

Company name in full

BYSTAR LIMITED (the "Company")



**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 d 1 m 1 m 1 y 2 y 0 y 1 y 0

**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

A fixed and floating charge dated 11 November 2010 entered into by the Company and  
Worthington Group plc (the "Chargee") (the "Debenture")

**4**

**Amount secured**

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

Amount secured

All present and future obligations of the Chargor owed to the  
Chargee whether actual or contingent and whether owed or  
incurred alone or jointly and/or severally with another and as  
principal or as surety or in any other capacity or of any nature (the  
"Secured Obligations")

**Continuation page**

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

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## 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

#### Continuation page

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

Name Worthington Group plc

Address 1 The Green, Richmond, Surrey TW9 1PL

Postcode T W 9 1 P L

Name

Address

Postcode

### 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 attached continuation sheets

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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

None

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 866)

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 870). 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



X

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

# 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 **Anthony Warner**

Company name **Field Fisher Waterhouse LLP**

Address **35 Vine Street**

Post town **London**

County/Region

Postcode **E C 3 N 2 A A**

Country **United Kingdom**

DX **CDE 823**

Telephone **+44 (0)20 7861 4000**



### 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

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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

[continuation sheet 1]

1 Pursuant to Clause 3 of the Debenture, as continuing security for the payment of the Secured Obligations the Company with full title guarantee

(a) charged to the Chargee by way of legal mortgage the Real Property,

(b) charged to the Chargee by way of equitable mortgage any Real Property acquired by the Company after the date of the Debenture,

(c) assigned to the Chargee by way of fixed security its rights and interest in

(i) all Rental Income,

(ii) the benefit of any guarantee (at the time of the Debenture or future) of Rental Income contained in or relating to any Lease or other letting of Real Property subject to any Security created by the Debenture,

(iii) any right existing at the time of the Debenture or thereafter to occupy any Real Property under licence,

(iv) rights under any contract existing at the time of the Debenture or thereafter for the purchase of any Real Property and damages payable in respect of any such contract,

(d) assigned to the Chargee by way of equitable mortgage its rights and interest in

(i) any present and future Investments,

(ii) any present and future Dividends in respect of any Investments,

(e) charged to the Chargee by way of fixed charge its rights and interest in

(i) any Plant and Equipment existing at the time of the Debenture or thereafter,

(ii) its goodwill and uncalled capital existing at the time of the Debenture or thereafter,

(iii) any Debts owing to the Chargor at the time of the Debenture or thereafter,

(iv) any money standing to the credit of any bank account of the Chargor at the time of the Debenture or thereafter,

(v) any insurances in respect of any Charged Property and the proceeds of such insurances at the time of the Debenture or thereafter,

(f) charged to the Chargee by way of fixed charge its rights and interest in

(i) any Intellectual Property, and

(ii) the benefit of any Licences,

provided that where the execution of a fixed charge over any Licence requires the consent of any other person, the Company undertakes to use its best endeavours to obtain such consent and forthwith upon such consent being obtained such rights will automatically become subject to the Debenture, and

(g) assigned to the lender by way of fixed charge its interest in and the benefit of all agreements for the supply of goods or services by the Company entered into on or before the date of the Debenture and of the agreements and other documents (if any) and the benefit of any guarantee or security for the performance of any of such agreements or other documents provided that if such any such agreement, other document, guarantee or security is expressed to be non-assignable then the Company charges to the Chargee by way of fixed charge its interest in and the benefit of such agreement, document, guarantee or security

2 Pursuant to Clause 4 1 of the Debenture, as continuing security for the payment of the Secured Obligations the Company charged to the Chargee by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Chargee by way of fixed security under Clause 3 of the Debenture

[continued on continuation sheet 2]

# 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

[continuation sheet 2]

3 Pursuant to Clause 4 2 of the Debenture and subject to Clause 4 3 of the Debenture, the Chargee may at any time by written notice to the Company convert the floating charge created by Clause 4 1 of the Debenture into a fixed charge as regards any assets specified in the notice if

(a) a Default has occurred, or

(b) in the opinion of the Chargee such assets are at risk of becoming subject to any Security (other than the Security created by the Debenture) or are otherwise at risk of ceasing to be within the ownership or control of the Company (otherwise than as a result of a Permitted Disposal)

4 Pursuant to Clause 4 3 of the Debenture, the Chargee shall not be entitled to convert the floating charge created by Clause 4 1 of the Debenture into a fixed charge as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act 1986

5 Pursuant to Clause 4 4 of the Debenture, paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 4 1 of the Debenture, which is a "qualifying floating charge" for the purpose of paragraph 14(1) of Schedule B1 to the Insolvency Act 1986

6 Pursuant to Clause 8 1 of the Debenture, (a) the Company shall not create or permit to subsist any Security over the Charged Property other than the Security created by the Debenture, (b) the Company shall not

(i) sell, transfer or otherwise dispose of any of the Charged Property on terms under which it is or may be leased to or re-acquired by the Company,

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(iv) enter into any other preferential arrangement having a similar effect,

in each case, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Indebtedness or of financing the acquisition of an asset

In this form MG01

"Charged Property" means the assets mortgaged, charged or assigned by the Company at the time of the Debenture or thereafter under the Debenture

"Default" means any Event of Default (as defined in the Facility Agreement)

"Dividends" means all dividends, interest and other money payable in respect of any Investment

"Facility Agreement" means the credit agreement dated on or about the date of the Debenture between the Company and the Chargee

[continued on continuation sheet 3]

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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

[continuation sheet 3]

"Intellectual Property" means all rights of the Company existing at the time of the Debenture or thereafter in respect of any database, software, patent, copyright, trade mark, service mark, invention, design, semi-conductor topography, knowhow, confidential information or any other kind of intellectual property throughout the world for the full term of the rights concerned whether registered or unregistered and including

- (a) any registration or application for registration, licence or permission relating to any of the foregoing,
- (b) reversions, extensions and renewals of any such rights, and
- (c) rights of action in relation to any such rights (including the right to sue for and recover damages for past infringements)

"Investment" means

- (a) any stock, share, bond or any form of loan capital of or in any legal entity,
- (b) eight hundred and sixty one (861) shares (being the entire share capital) held by the Company in Regenesi Trading Ltd,
- (c) any unit in any unit trust or similar scheme,
- (d) any warrant or other right to acquire any such investment, and any offer, right or benefit in respect of any such investment other than Dividends

"Lease" includes any lease, agreement for lease or tenancy and (where the context admits) any licence or other right of occupation

"Licences" means any licences or consents existing at the time of the Debenture or thereafter granted to or by the Company in relation to any Intellectual Property

"Permitted Disposal" means a sale, transfer, lease or other disposal on arms length terms in the ordinary course of trading of the Company of any asset other than any asset of a type specifically referred to in Clause 3 of the Debenture

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property

"Real Property" means any freehold, leasehold or other immoveable property owned by the Company and any buildings, erections, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property and easements or other rights servicing that property

"Rental Income" means all amounts payable to or for the benefit of the Company at the time of the Debenture or thereafter under or in connection with any Lease or any other letting of Real Property subject to any Security created by the Debenture

"Security" means a mortgage, assignment, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

[end]



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

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

**COMPANY NO. 7366147  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE  
DATED 11 NOVEMBER 2010 AND CREATED BY BYSTAR  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO WORTHINGTON GROUP PLC ON  
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE  
15 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 NOVEMBER  
2010

*[Handwritten signature]*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES