

MG01

Particulars of a mortgage or charge

199628/13



IRIS[™]
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 register particulars of a charge for a Scottish company. To do this, please use form MG01s.

WEDNESDAY



LD4 *LZMWPE38* 14/10/2009 249
COMPANIES HOUSE

1

Company details

Company number 0 4 0 5 6 9 8 7

Company name in full Raymarine Plc

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 d0 d1 m1 m0 y2 y0 y9

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 Supplemental fixed charge dated 1 October 2009 supplemental to a debenture dated 23 December 2008 made between Raymarine Plc ("the Company") (1) and Lloyds TSB Bank Plc ("the Security Trustee") (2).

4

Amount secured

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

Amount secured *Please see continuation page

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.

Continuation page

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

Name Lloyds TSB Bank Plc

Address Bank House

Wine Street, Bristol

Postcode B S 1 2 A N

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 continuation pages

MG01

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

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 CMS Cameron McKenna LLP X
14 October 2009

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 **Hannah Fletcher**

Company name **CMS Cameron McKenna LLP**

Address **160 Aldersgate Street**

Post town **London**

County/Region

Postcode

E	C	1	A		4	D	D
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Country

DX **DX 135316 BARBICAN 2**

Telephone **020 7367 3000**



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

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

All present and future indebtedness, moneys, obligations and liabilities of each Obligor and each other member of the Group to the Finance Parties under the Finance Documents (including the Debenture), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under clause 2.2 (Interest) of the Debenture (the "**Secured Liabilities**").

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

Pursuant to the covenant for further assurance contained in clause 6.1 (*Further Assurance*) of the Debenture and as a continuing security for the payment, performance and discharge of the Secured Liabilities the Company with full title guarantee charges, by way of first fixed charge, the Charged Receivables Account and all moneys from time to time deposited in or standing to the credit of the Charged Receivables Account and all rights relating thereto.

To the extent the Debenture is deemed not to constitute a fixed charge over the Debt and the Receivables pursuant to clause 3.2.5 of the Debenture, the Company, pursuant to the covenant for further assurance contained in clause 6.1 (*Further Assurance*) of the Debenture and as a continuing security for the payment, performance and discharge of the Secured Liabilities, with full title guarantee charges, by way of first fixed charge, the Debt and the Receivables and all rights relating thereto.

NOTES

The Supplemental Fixed Charge contains the following covenants

1. Negative Pledge

The Company shall not create or extend or permit to arise or subsist any Security over the whole or any part of the Charged Property or enter into any arrangement or transaction as described in clause 23.5 of the Facilities Agreement in respect of any asset forming part of, or intended to form part of, the Charged Property.

2. Restrictions on Disposals

The Company shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property.

Definitions

All defined terms and expressions used in this Form MG01 shall, if not otherwise defined, have the following meanings

MG01 - continuation page

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"Charged Receivables Account" means the following account in the name of the Company:

Account number	Sort Code	Currency	Name	Account Bank
01372713	300002	GBP	Lloyds TSB re Raymarine plc	Lloyds TSB Bank plc

"Charged Property": means all the assets of the Company which from time to time are the subject of any security created or expressed to be created or confirmed in favour of the Security Trustee by or pursuant to the Supplemental Fixed Charge.

"Chargors": means the companies whose respective names and company numbers appear in Schedule 1 (*The Chargors*) of the Debenture and "Chargor" shall be construed accordingly.

"Debenture": means the debenture dated 23 December 2008 between (1) the companies listed therein (including the Company) and (2) the Security Trustee.

"Debt": means the intercompany debt, the balance of which was £3,559,090 as at 30 September 2009 and which is owed by Raymarine UK Limited to the Company.

"Delegate": means any person appointed by the Security Trustee or any Receiver pursuant to clause 12.2 to 12.4 (*Delegation*) of the Debenture and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate.

"Expenses": means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of any Chargor under the terms of the Debenture) or by law in each case on an indemnity basis.

MG01 - continuation page

Particulars of a mortgage or charge

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"Facilities Agreement": means the facilities agreement dated 12 November 2004 as amended and restated on 23 December 2008 and made between (1) the Company, (2) the subsidiaries of the Company listed in Part I of Schedule 1 to the Facilities Agreement as original borrowers, (3) the subsidiaries of the Company listed in Part I of Schedule 1 to the Facilities Agreement as original guarantors, (4) Lloyds TSB Bank plc, The Royal Bank of Scotland plc and HSBC Bank plc as mandated lead arrangers, (5) the financial institutions listed in Part II of Schedule 1 to the Facilities Agreement as lenders, (6) Lloyds TSB Bank plc as agent of the other Finance Parties and (7) the Security Trustee.

"Finance Documents": has the meaning given thereto in the Facilities Agreement.

"Finance Parties": means the Agent, the Arrangers, a Lender, the Security Trustee, any Hedging Counterparty or any Ancillary Lender (as defined each in the Facilities Agreement).

"Group": has the meaning given to it in the Facilities Agreement.

"Obligor": has the meaning given thereto in the Facilities Agreement.

"Receivables": means all payments made in respect of the Debt.

"Receiver": means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property.

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

"Supplemental Fixed Charge": means the supplemental fixed charge dated 1 October 2009 between the Company and the Security Trustee.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4056987
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL FIXED CHARGE
DATED 1 OCTOBER 2009 AND CREATED BY RAYMARINE PLC
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE SECURITY TRUSTEE ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 14
OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 OCTOBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES