

# MG01

## Particulars of a mortgage or charge

700821/13 Oyez

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 re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

TUESDAY



LD3 \*LNQN3KHP\* 67  
01/06/2010  
COMPANIES HOUSE

1

### Company details

Company number 0 4 5 7 8 4 4 9

Company name in full Raymarine UK Limited

7

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 1 4 20 05 20 10

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 debenture dated 14 May 2010 (the "**Debenture**") between Raymarine UK  
Limited (the "**Borrower**") and FLIR Systems, Holding AB (the "**Lender**")

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### Amount secured

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

Amount secured

All present and future monies, obligations and  
liabilities owed by the Borrower to the Lender,  
whether actual or contingent and whether owed  
jointly or severally, as principal or surety and/or  
in any other capacity, under or in connection with  
the Facility Agreement or the Debenture together  
with all interest (including, without limitation,  
default interest) accruing in respect of such  
monies or liabilities (the "**Secured Liabilities**").

The capitalised terms used but not otherwise  
defined in this Form MG01 shall have the meaning  
given to the term in the Schedule of Definitions to  
this Form MG01

#### 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

FLIR Systems, Holding AB

Address

P O. Box 3, SE-182 11 Danderyd,

Sweden

Postcode

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

Pursuant to Clause 3.1 of the Debenture, as a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee

(a) charged to the Lender, by way of first legal mortgage, all the Properties,

(b) charged to the Lender, by way of first fixed charge (i) all Properties acquired by the Borrower in the future, (ii) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions in, or over, freehold or leasehold property, (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Charged Property, and all rights in connection with them, (v) all present and future goodwill and uncalled capital for the time being of the Borrower, (vi) all the Equipment, (vii) all the Intellectual Property, (viii) all the Book Debts, (ix) all the Investments, and (x) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account)

(c) assigned to the Lender, by way of first fixed mortgage, all its rights in any policies of insurances or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment),


(d) assigned to the Lender, by way of first fixed charge, to the extent the same are assignable the benefit of the Assigned Agreements and the benefit of any guarantee or security for the performance of the Assigned Agreements, and

(e) charged to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to the above provisions.

Continued on Continuation Sheet 1

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Particulars of a mortgage or charge

7	<p><b>Particulars as to commission, allowance or discount (if any)</b></p> <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	<p>Nil</p>	
8	<p><b>Delivery of instrument</b></p> <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 866)</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 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)</p>	
9	<p><b>Signature</b></p> <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>	

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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

Andrew Macdonald

Company name

Sidley Austin LLP

Address

25 Basinghall Street

Post town  
London

County/Region

Postcode

E C 2 V 5 H A

Country

DX

Telephone

0207 360 3600



### 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](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



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation Sheet 1</p> <p>Pursuant to paragraph 1 of Part 1 of Schedule 2 of the Debenture, the Borrower has agreed not to at any time, except with the prior written consent of the Lender</p> <p>(a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than this debenture, or</p> <p>(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except in the ordinary course of business in the case of Charged Property which is only subject to an uncrystallised floating charge; or</p> <p>(c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.</p> <p><b>Schedule of Definitions</b></p> <p><b>"Assigned Agreements"</b> means all present and future contracts of the Borrower.</p> <p><b>"Book Debts"</b> means all present and future book and other debts and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them</p> <p><b>"Charged Property"</b> means all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property shall include references to any part of it)</p> <p><b>"Designated Account"</b> means any account nominated by the Lender as a designated account for the purposes of the Debenture</p> <p><b>"Encumbrance"</b> means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect</p> <p><b>"Equipment"</b> means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions.</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 14 May 2010 between the Borrower and the Lender for the provision of the loan facilities secured by the Debenture.</p> <p><b>"Intellectual Property"</b> means the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights</p> <p>Continued on Continuation Sheet 2</p>	

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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 2

### Schedule of Definitions continued

"**Investments**" means all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time

"**Properties**" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest and Property means any of them



FILE COPY

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

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

COMPANY NO. 4578449

CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 MAY 2010  
AND CREATED BY RAYMARINE UK LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO FLIR SYSTEMS, HOLDING AB 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 1 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JUNE 2010



*Companies House*  
— for the record —

OX/OT



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES