

MG01

Particulars of a mortgage or charge

185887/13



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 for**  
You cannot use this form to register  
particulars of a mortgage or charge  
in Scotland or the company  
form MG01



PMO 17/12/10  
COMPANIES HOUSE  
"ANIEDQQM"  
12/01/2011 257  
COMPANIES HOUSE

n, please  
at  
e gov uk

1 **Company details**

Company number 7 4 5 4 4 2 0  
Company name in full Notemachin Finance Limited (the "Chargor")

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 d1 d0 m1 m2 y2 y0 y1 y0

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 security agreement between, amongst others, the Chargor and Barclays Bank PLC (the  
"Security Agent") dated 10 December 2010 (the "Security Agreement")

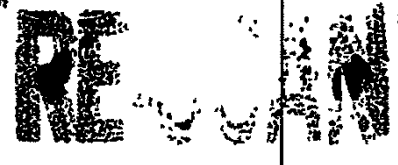
4 **Amount secured**

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

Amount secured All present and future moneys, debts, liabilities and obligations  
due, owing or incurred by each and any Obligor to the Finance  
Parties under or in connection with any Finance Document (in  
each case whether alone or jointly, or jointly and severally,  
with any other person, whether actually or contingently and  
whether as principal, surety or otherwise) (the "Secured  
Liabilities")

For definitions of capitalised terms please see MG01  
continuation sheets (Short particulars of all the property  
mortgaged or charged)

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

Barclays Bank

Address

1 Churchill Place

London

Postcode

E 1 4 5 H P

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

Short particulars

Please see MG01 continuation sheets (Short particulars of all the property mortgaged or charged)

Continuation page

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

**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

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 *Simmons & Simmons LLP* 16/12/2010 X

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

CHFP025  
05/10 Version 4.0

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# 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 Jessica Blomfield

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode EC2Y 9SS

Country

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020



### 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**

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1. <u>Covenant to pay</u></b></p> <p>The Chargor shall pay each of the Secured Liabilities when due or if they do not specify a time, on demand</p> <p><b>2. <u>Creation of Security</u></b></p> <p><b>2 1 <u>Security generally</u></b></p> <p>All the Security created, or expressed to be created, under the Security Agreement</p> <p>(A) is created in favour of the Security Agent,</p> <p>(B) is created over the present and future assets of the Chargor,</p> <p>(C) is security for the payment of all the Secured Liabilities, and</p> <p>(D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p><b>2 2 <u>Land</u></b></p> <p>(A) The Chargor charges</p> <p>(1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property, and</p> <p>(2) (to the extent that they are not the subject of a legal mortgage under paragraph 2 2(A)(1) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property</p> <p>(B) The Chargor assigns absolutely to the Security Agent all of its rights and interests in and to each lease document (including all rental income and in respect of any guarantee of rental income contained in or relating to any lease document)</p> <p>(C) A reference in the Security Agreement to a mortgage or charge of any freehold or leasehold property includes</p> <p>(1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it, and</p> <p>(2) the benefit of any covenants for title given or entered into by any</p>	

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</p> <p><b>2 3 Investments</b></p> <p>(A) The Chargor charges by way of a first fixed charge all of its rights and interests in the Investments</p> <p>(B) A reference in the Security Agreement to any mortgage or charge of any Investment includes</p> <p>(1) any dividend or interest paid or payable in relation to it,</p> <p>(2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>(3) any right against any clearance system in relation to it, and</p> <p>(4) any right under any custodian or other agreement in relation to it</p> <p><b>2 4 Contracts</b></p> <p>(A) The Chargor assigns by way of security to the Security Agent all of its rights and interests under each Assigned Contract and the Non Assignable Contracts</p> <p>(B) To the extent that any such right described in paragraph (A) above is not capable of assignment (including in respect of the Non Assignable Contracts), the assignment of that right purported to be effected by paragraph (A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right</p> <p>(C) To the extent that they do not fall within any other part of this clause or are not effectively assigned under paragraph (A) or (B) above, the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party (including without limitation, in respect of the Non Assignable Contracts)</p> <p><b>2 5 Bank accounts</b></p> <p>The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including but not limited to, any account contemplated by the Facility Agreement (excluding the Escrow Account) or the Security Agreement it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such account</p>	

**MG01 - continuation page**  
Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>2 6 Book debts etc.</b></p> <p>The Chargor charges by way of a first fixed charge</p> <p>(A) all of its book and other debts,</p> <p>(B) all other moneys due and owing to it (including, without limitation, any amounts owing to it from the Escrow Account),</p> <p>(C) for the avoidance of doubt, all intra-group loans, and</p> <p>(D) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraphs (A) and (B) above</p> <p><b>2 7 Insurances and Key-man Policies</b></p> <p>(A) The Chargor assigns absolutely to the Security Agent all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest, including the Key-man Policies</p> <p>(B) To the extent that they are not effectively assigned under paragraph (A) above, the Chargor charges by way of first fixed charge all its rights and amounts described in paragraph (A) above</p> <p><b>2 8 Plant and machinery</b></p> <p>The Chargor charges by way of a first fixed charge all fixed and moveable plant and machinery owned by it, its interest in any plant or machinery in its possession and the benefit of all related Authorisations, agreements and warranties</p> <p><b>2 9 Intellectual Property</b></p> <p>The Chargor charges by way of first fixed charge all its Intellectual Property including any specified in the schedule to this continuation sheet</p> <p><b>2 10 Authorisations</b></p> <p>The Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Property, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation</p> <p><b>2 11 Pension fund</b></p> <p>The Chargor charges by way of first fixed charge any beneficial interest, claim or entitlement it has in any pension fund</p> <p><b>2 12 Goodwill</b></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>The Chargor charges by way of first fixed charge its goodwill</p> <p><b>2 13 Uncalled capital</b></p> <p>The Chargor charges by way of first fixed charge its uncalled capital</p> <p><b>2 14 Floating charge</b></p> <p>(A) The Chargor charges by way of first floating charge its undertaking and assets, both present and future not otherwise effectively mortgaged or charged under the Security Agreement</p> <p>(B) The floating charge created by the Chargor pursuant to paragraph (A) is a "qualifying floating charge" for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986</p> <p><b>3. <u>Restrictions on dealing</u></b></p> <p><b>3 1 Security</b></p> <p>The Chargor shall not create or permit to subsist any Security over any Charged Property, nor do anything else except as permitted by the Facility Agreement</p> <p><b>3 2 Disposals</b></p> <p>The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Facility Agreement</p> <p><b>4. <u>Definitions</u></b></p> <p>"<u>Agent</u>" means Barclays Bank PLC</p> <p>"<u>Ancillary Lender</u>" means Barclays Bank PLC</p> <p>"<u>Ancillary Facility</u>" means the ancillary facilities made available by the Ancillary Lender listed in the Facility Agreement</p> <p>"<u>Arrangers</u>" means Barclays Bank PLC and Macquane Bank Limited</p> <p>"<u>Assigned Contracts</u>" means, in relation to the Chargor</p> <p>(A) certain specified contracts in the Security Agreement and the Facility Agreement, and</p> <p>(B) any other agreement to which that Chargor is a party and which the Security Agent has designated as an Assigned Contract</p>



**MG01 - continuation page**  
**Particulars of a mortgage or charge**

6	<p><b>Short particulars of all the property mortgaged or charged</b></p> <p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notansation or registration</p> <p><b>"Borrower"</b> means Notemachine Finance Limited</p> <p><b>"Charged Property"</b> means all of the assets of the Chargor which from time to time are, or are expressed to be, subject to the Security created or expressed to be created in favour of the Security Agent pursuant to the Security Agreement</p> <p><b>"Company"</b> means Notemachine Limited</p> <p><b>"Escrow Account"</b> has the meaning ascribed to it in the Facility Agreement</p> <p><b>"Facility Agreement"</b> means the facility agreement dated on or about the date of the Security Agreement between, amongst others, the Parent, the Company, the Original Lenders, the Arrangers, the Agent and the Security Agent</p> <p><b>"Finance Document"</b> means the Facility Agreement, an Ancillary Facility, any accession deed under the Facility Agreement, any compliance certificate under the Facility Agreement, any fee letter under the Facility Agreement, the hedging letter under the Facility Agreement, any hedging agreement under the Facility Agreement, the Intercreditor Deed, any selection notice under the Facility Agreement, any Security Document, any utilisation request under the Facility Agreement and any other document designated as a <b>"Finance Document"</b> by the Agent and the Parent</p> <p><b>"Finance Party"</b> means the Agent, the Arrangers, the Security Agent, the Ancillary Lender, a Lender or a Hedge Counterparty</p> <p><b>"Group"</b> means the Parent and each of its Subsidiaries for the time being and <b>"Group Company"</b> shall be construed accordingly</p> <p><b>"Guarantor"</b> means an Original Chargor or a person which becomes an additional guarantor under the Facility Agreement</p> <p><b>"Hedge Counterparty"</b> means any person which has become a party to the Intercreditor Deed or Facility Agreement as a hedge counterparty under the Facility Agreement</p> <p><b>"Intellectual Property"</b> means</p> <p>(A) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and</p> <p>(B) the benefit of all applications and rights to use such assets of the Chargor</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

(which may now or in the future subsist)

**"Intercreditor Deed"** means the deed dated on or about the date of the Facility Agreement between (among others) the Security Agent, the Agent, the Lenders, certain subordinated lenders, and members of the Group regulating the respective rights and obligations of such parties

**"Investments"** means any securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit), warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments now or in the future owned by a Chargor or (to the extent of its interest) in which it now or in the future has any interest

**"Key-man Policies"** means

Name	£
Nigel Constable	500,000
Peter McNamara	500,000
Michael Kingston	500,000

**"Lender"** means

- (A) any Original Lender, and
- (B) any bank, financial institution, trust, fund or other entity which has become a party as a lender to the Facility Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement

**"Non Assignable Contracts"** means the agreements designated as non assignable contracts pursuant to the Facility Agreement

**"Obligor"** means each of the Borrower, Parent and Guarantors

**"Original Chargors"** means all the chargors party to the Security Agreement as at 10 December 2010, including the Chargor

**"Original Lenders"** means Barclays Bank PLC and Macquarie Bank Limited

**"Parent"** means Notemachine Holdings Limited

**"Security"** means a mortgage, charge, pledge, lien or other security interest

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Particulars of a mortgage or charge

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Short particulars	<p>securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><u>"Security Documents"</u> means</p> <p>(A) certain specified documents listed in the Facility Agreement, and</p> <p>(B) any other document that may at any time be given as security for any of the obligations of the Obligor under the Finance Documents</p> <p><u>"Subsidiary"</u> means a subsidiary within the meaning of section 1159 of the Companies Act 2006</p> <p style="text-align: center;"><b><u>Schedule: Intellectual Property</u></b></p> <p style="text-align: center;"><b>Trade Marks</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 15%;">OWNER</th> <th style="width: 15%;">TRADE MARK NAME</th> <th style="width: 15%;">TRADE MARK BASIS</th> <th style="width: 15%;">TRADE MARK NUMBER</th> <th style="width: 15%;">FILING DATE</th> <th style="width: 15%;">EXPIRY</th> </tr> </thead> <tbody> <tr> <td>Note Machine Limited</td> <td>Note Machine</td> <td>Community Trade Mark</td> <td>005361886</td> <td>06 10 2006</td> <td>06 10 2016</td> </tr> <tr> <td>Scott Tod Developments Limited</td> <td>Scott Tod</td> <td>Community Trade Mark</td> <td>005361969</td> <td>06 10 2006</td> <td>06 10 2016</td> </tr> </tbody> </table> <p style="text-align: center;"><b>Domain Names</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 60%;">DOMAIN NAME</th> <th style="width: 40%;">RENEWAL DATE</th> </tr> </thead> <tbody> <tr> <td>atmmanagedservices co uk</td> <td>15 07 2011</td> </tr> <tr> <td>atm-managed-services co uk</td> <td>15 07 2011</td> </tr> <tr> <td>atmmanagedservices com</td> <td>15 07 2011</td> </tr> <tr> <td>atm-managed-services com</td> <td>15 07 2011</td> </tr> <tr> <td>atmscit co uk</td> <td>11 08 2012</td> </tr> </tbody> </table>		OWNER	TRADE MARK NAME	TRADE MARK BASIS	TRADE MARK NUMBER	FILING DATE	EXPIRY	Note Machine Limited	Note Machine	Community Trade Mark	005361886	06 10 2006	06 10 2016	Scott Tod Developments Limited	Scott Tod	Community Trade Mark	005361969	06 10 2006	06 10 2016	DOMAIN NAME	RENEWAL DATE	atmmanagedservices co uk	15 07 2011	atm-managed-services co uk	15 07 2011	atmmanagedservices com	15 07 2011	atm-managed-services com	15 07 2011	atmscit co uk	11 08 2012
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**MG01 - continuation page**  
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

atmscit com	11 08 2011
notemachine co	20 07 2012
note-machine co uk	20 09 2012
note-machine com	20 09 2011
notemachine eu	28 02 2011
trm co uk	24 07 2011
scott-tod co uk	21 10 2012
scott-tod com	21 05 2012
notemachine co uk	14 07 2012
notemachine at	09 06 2012
notemachine ch	17 07 2012
notemachine cz	17 07 2012
notemachine de	20 02 2011
notemachine fr	20 07 2012
notemachine pl	17 07 2012
notemachine com	04 05 2011



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

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

**COMPANY NO. 7454420  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 10  
DECEMBER 2010 AND CREATED BY NOTEMACHINE FINANCE  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM ANY OBLIGOR TO THE FINANCE PARTIES 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 17 DECEMBER  
2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY  
2011**

D+

*THESE PARTICULARS HAVE  
BEEN AMENDED PURSUANT  
TO AN ORDER OF COURT  
ATTACHED, DATED 10/3/2011*



In the High Court of Justice

Claim No 927/2011

Chancery Division

Commercial Court

Royal Courts of Justice

Before *Mr. Deputy Registrar Middleton*



In the matter of Notemachine Finance Limited (company number 7454420)

And in the matter of the Companies Act 2006

Barclays Bank PLC

Claimant

and

Registrar of Companies

Defendant



Order

UPON an application by the Claimant for relief pursuant to section 873 of the Companies Act 2006

AND UPON reading the First Witness Statement of Philip Douglas Abbott

AND UPON the Court being satisfied that the mis-statement contained in the particulars of charge in respect of the name of the person entitled to the charge was accidental and due to inadvertence, and that it is just and equitable to grant relief pursuant to section 873 of the Companies Act 2006

IT IS ORDERED THAT

The statutory register of charges for Notemachine Finance Limited (company number 7454420) (the "Company") relating to a security agreement dated 10 December 2010 granted by, amongst others, the Company in favour of the Claimant and registered by the Claimant on 17 December 2010 be rectified in the section detailing the name of the person entitled to the charge by inserting the words "PLC" after the words "Barclays Bank"

Dated 10 March 2011

**Claim No 927/2011**

**In the High Court of Justice**

**Chancery Division**

**Commercial Court**

**Royal Courts of Justice**

**In the matter of Notemachine Finance  
Limited (company number 7454420)**

**And in the matter of the Companies  
Act 2006**

**Barclays Bank PLC**

**Claimant**

**and**

**Registrar of Companies**

**Defendant**

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**ORDER**

---

**Simmons & Simmons**

**Simmons & Simmons LLP**

**CityPoint**

**One Ropemaker Street**

**London**

**EC2Y 9SS**

**United Kingdom**

**T +44 (0)20 7628 2020**

**F +44 (0)20 7628 2070**

**Ref FMDBK/PDA/SDXC/JAAF**



**FILE COPY**

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

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

**COMPANY NO. 7454420  
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THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 17 DECEMBER  
2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MARCH 2011**

