

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08



A2MPQ176

A13

07/12/2013

#139

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 08145628

Company name in full
MOTORCYCLE INFORMATION SYSTEM
TECHNOLOGIES LTD

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 Charge creation date

Charge creation date 20 11 2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name DAVID VOUT

Name WHITEHALL TRUSTEES LTD

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description			

5	Fixed charge or fixed security	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
----------	---------------------------------------	--	--

6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
----------	------------------------	--	--

7	Negative Pledge	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
----------	------------------------	---	--

MR01

Particulars of a charge

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

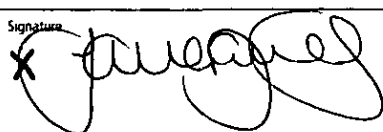
9

Signature

Please sign the form here

Signature

Signature

X 

Whitehall Trustees Limited X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

WHITENALL TRUSTEES LTD

Address

076 HOUSE

HOLLINS MOUNT

Post town

BURY

County/Region

Postcode

BL9 8AT

Country

UK

DX

Telephone

0161 408 4569



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 8145628

Charge code: 0814 5628 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2013 and created by MOTORCYCLE INFORMATION SYSTEM TECHNOLOGIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th December 2013.

D

Given at Companies House, Cardiff on 11th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Secured Loan Agreement

This Agreement is made the 20 day of Nov 2013

Between:

1.	Motorcycle Information System Technologies Ltd (a company registered in England and Wales with Company Registration Number 08145628) whose registered office is at Unit 25 Chatterley Whitfield, Biddulph Road, Stoke-on-Trent, Staffordshire, ST6 8UW
	(the "Borrower") and
2.	David Vout of 1 Starling Close, Kidsgrove, Stoke-on-Trent, ST7 4XR and Whitehall Trustees Limited (a company registered in England and Wales with Company Registration Number 7625294) whose registered office is at 41 Greek Street Stockport Cheshire SK3 8AX as trustees of The DMV SSAS 1961
	(the "Lender")

1. Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

"Loan"	An amount of £32,000 made available to the Borrower by the Lender
"Interest"	1.5% per annum (1% per annum above the average of the base lending rates of the Bank of Scotland plc, Barclays Bank plc, HSBC Bank plc, Lloyds TSB Bank plc, National Westminster Bank plc and The Royal Bank of Scotland plc)
"Term"	5 years
"Repayments"	Capital and interest payable annually by 4 equal installments of £6,690.86 and a final installment of £6,591.98
"Security"	Intellectual Property - Patent
"Purpose"	To complete the tooling and final design of the product
"Business Day"	A day (other than a Saturday or Sunday) on which banks are open for general business in the United Kingdom.

2. Recitals


2.1 The Borrower has requested the Lender to advance to the Borrower the Loan which the Lender has agreed to do upon the terms of this Agreement

2.2 The Loan will be made available to the Borrower for the Purpose outlined above

2.3 The Borrower will pay the Interest on the Loan or such part thereof as is from time to time outstanding which interest shall be paid in arrears until the Loan and all Interest due upon it shall have been paid in full

2.4 The Borrower will make the Repayments of the Loan plus Interest to the Borrower

I HEREBY CERTIFY THAT THIS
IS A TRUE COPY OF THE ORIGINAL



Whitehall Group (UK) Limited
DTE House
Hollins Mount
Bury, Lancashire, BL9 8AT

2.5 The Borrower is the owner free from incumbrances of the Security

3. Legal Charge

3.1 In consideration of the Loan now paid to the Borrower by the Lender (the receipt of which sum the Borrower hereby acknowledges) the Borrower hereby assigns to the Lender the Security by way of a first legal charge for the payment of the Loan and Interest

3.2 The legal charge will continue until all moneys hereby secured have been paid by the Borrower to the Lender

3.3 The Borrower will ensure that the Security constituted by this Legal Charge is sufficient to cover the outstanding Loan and Interest for the period of this Agreement.

4. Drawdown

4.1 The Loan will be made available in one drawing by way of an advance to the Borrower

4.2 No drawdown will be permitted without the Lender's requirements being satisfied in full

5. Late Payment and Late Payment Interest

5.1 In the event of any non-payment when due of any amounts owed by the Borrower to the Lender interest shall accrue from day-to-day on such unpaid amounts at the rate of two per cent per annum above the rate of Interest (compounded on a quarterly basis). Such interest shall accrue on each unpaid amount from the due date for payment until the date of actual payment (both before and after judgment)

5.2 The Borrower is aware of the sanctions under the Finance Act 2004 for failure to make payments under the terms of this Agreement.

6. Repayment and Prepayment

6.1 The Borrower may prepay the Loan in whole or in part provided they have given the Lender not less than five Business Days' prior written notice and such prepayment is made together with all accrued interest on the amount prepaid and all other sums due to the Lender under this Agreement calculated up to the date of prepayment

6.2 Amounts prepaid may not be re-borrowed

7. Payments and Withholdings

7.1 All payments to be made by the Borrower under this Agreement shall be made in full and shall be free and clear of any set-off, deductions or withholdings. If at any time the Borrower is required to make a set-off, deduction or withholding from such payment, then the sum due and payable by the Borrower in respect of such payment will be increased to ensure that the sum received by the Lender will be a net sum equal to the amount which it would have received had there been no such set-off, deduction or withholding

7.2 All payments to be made by the Borrower under this Agreement shall be made in pounds sterling to such account or accounts as the Lender may specify and shall be credited by the due payment date

7.3 If a payment under this Agreement is due on a day which is not a Business Day the due date for that payment shall be the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not)

8. Notices

8.1 All notices or other communications to be given by the Borrower or the Lender under this Agreement shall be deemed to have been duly given or made when delivered (in the case of personal delivery or letter) and when despatched (in the case of facsimile or email) to the party to whom such notice or other communication is required to be given. Notices or other communications must be addressed to the addressees set out above (provided that each of the Borrower and the Lender may specify any other address by giving the other five Business Days' prior written notice to this effect)

9. Information

9.1 The Borrower will supply to the Lender such information regarding its financial affairs as the Lender may reasonably request

10. Indemnity

10.1 If the Lender receives any amount in respect of the Borrower's liability under this Agreement, or if that liability is converted into a claim, proof, judgment or order, in a currency other than pounds sterling, the Borrower will indemnify the Lender on an after tax basis as an independent obligation (after as well as before judgment) against any loss or liability arising out of or as a result of the conversion and if the amount received by the Lender, when converted into pounds sterling is less than the amount owed in pounds sterling, the Borrower will on demand pay to the Lender an amount equal to the deficiency, together with any exchange costs and taxes payable in connection with any such conversion. The Borrower hereby waives any right it may have in any jurisdiction to pay the Lender any amount due hereunder other than in pounds sterling

11. Calculations

11.1 The Lender will maintain a loan account or account evidencing the amount due from the Borrower under this Agreement and the entries in those accounts will, save in the case of manifest error, be conclusive for the purposes of this Agreement and conclusive evidence in any proceedings

12. Assignment

12.1 The Borrower may not assign any of its rights or benefits in relation to the Loan. The Lender may assign any of its rights and benefits in relation to the Loan or enter into contractual relations with other persons in relation to the Loan

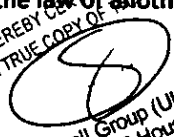
13. No Waiver

13.1 No failure to exercise nor any delay in exercising on the Lender's part any right or remedy under this Agreement (or any related document) shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any other right or remedy. The rights and remedies provided in this Agreement (or any related document) are cumulative and not exclusive of any rights or remedies provided by law

14. Partial Invalidity

14.1 If at any time any provision of this Agreement (or any related document) is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of another jurisdiction will be in any way affected or impaired

15. Costs and Expenses

HEREBY CERTIFY THAT THIS
IS A TRUE COPY OF THE ORIGINAL

Whitehall Group (UK) Limited
DTE House
Hollins Mount
Bury, Lancashire, BL9 8AT

15.1 The Borrower will pay all the Lender's reasonable legal and other out-of-pocket costs and expenses properly incurred in connection with the negotiation, preparation, execution and enforcement of, and preservation of any rights under this Agreement (and any other documents contemplated by it from time to time)

16. Third Party Rights

16.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

17. Insurance

17.1 The Borrower will at all times during the continuance of this Security:

17.1.1 Keep the Security insured against loss or damage by fire with a reputable insurer in the full replacement value thereof in the joint names of the Borrower and the Lender

17.1.2 Pay all premiums necessary for effecting and keeping up such insurance

17.1.3 On demand produce and if required deliver to the Lender the policy or policies of such insurance and the receipt for every such payment

17.2 In default of any or all of which at any time the Lender will be entitled (but not obliged) to insure and keep insured the Security in such sum as the Lender may from time to time be advised is the replacement value thereof and the costs and expenses incurred by the Lender for this purpose (together with interest thereon at the specified rate) shall on demand be repaid to the Lender by the Borrower and until such repayment shall be a charge upon the Security.

18. Rent and Receipts

18.1 The Borrower will at all times during the continuance of this Security:

18.1.1 Pay all rent, rates and taxes due in respect of the Security or on any premises upon or in which for the time being the Security may be

18.1.2 Keep the Security from being distrained upon for rent, rates or taxes or from being taken under any execution

18.1.3 On demand produce to the Lender or its authorised agents the receipts for such rent, rates and taxes

18.2 The Lender shall be entitled (but not obliged) to pay and discharge all rent, rates, taxes assessments and outgoings that at any time during the subsistence of the Security may be or become due, assessed or payable in respect of the Security or any premises upon or in which for the time being the Security may be. All of the costs and expenses thereby incurred by the Lender, together with interest thereon at the specified rate shall on demand be repaid to it by the Borrower and until such repayment shall be a charge upon the Security.

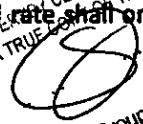
19. No Execution or Removal of Chattels Without Consent

19.1 The Borrower will not:

19.1.1 Permit or suffer any distress or execution to be levied upon the Security

19.1.2 Without the written consent of the Lender remove the Security from the premises at which they are now or to which with the consent of the Lender they may be removed except for the purpose of effecting necessary repairs to them

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL



Whitehall Group (UK) Limited
DTE House
Hollins Mount
Bury, Lancashire, BL9 8AT

20. Repair and Replacement of Chattels

20.1 The Borrower will keep the Security in good and substantial repair and condition and will replace such of any chattels as may be destroyed or worn out with other chattels of equal value, and any chattels so substituted shall be included in this Security. The Lender shall be entitled (but not obliged) from time to time and at all reasonable times during the continuance of this Security to enter on the premises at which the Security may for the time being be and to view and inspect the Security and take inventories of it

21. Seizure

21.1 If the Borrower:

21.1.1 Defaults in payment of the Loan or of any part of it or of the Interest on it at the times appointed for Repayments or in the performance of any covenant or agreement contained in this Agreement and necessary for maintaining this security

21.1.2 Becomes insolvent or suffers the Security to be distrained upon for rent, rates or taxes or an Incumbrancer takes possession or an administrator or a receiver or administrative receiver is appointed or a distress or other execution is levied or sued out upon any of the assets of or any order is made or effective resolution passed for the liquidation, winding-up or dissolution of the Borrower or if an application is made for an administration order to be made in respect of the Borrower or the Borrower makes an assignment for the benefit of creditors is unable to pay its debts as they fall due or admits in writing its inability to pay its lawful debts as they mature

21.1.3 Suspends its business operations or transfers or disposes of (otherwise than in the ordinary course of trading) all or a substantial part of its assets by a single transactions or a series of transactions related or not

21.1.4 Changes its business assets or financial condition which the Lender considers may materially prejudice its interests

21.1.5 Fraudulently removes the Security or suffers the Security to be removed from the premises upon or in which the Security may be

21.1.6 Does not without reasonable excuse upon demand in writing by the Lender produce to the Lender the last receipts for rent rates and taxes

21.1.7 Or if execution shall during the continuance of this Security have been levied against the goods of the Borrower under any judgement at law


21.2 Then and in any such case:

21.2.1 The Lender its servants or agents shall be entitled without previous notice to the Borrower to seize and take possession of any of the Security in whatever place or places it may happen to be

21.2.2 The Lender may by notice to the Borrower:

- (i)** Terminate the obligations of the Lender hereunder whereupon the Agreement shall be so terminate and/or
- (ii)** Declare the Loan and other amounts payable hereunder immediately due and payable whereupon the Loan together with all interest thereon and all other amounts payable hereunder shall become immediately due and payable

I HEREBY CERTIFY THAT THIS
IS A TRUE COPY OF THE ORIGINAL



Whitehall Group (UK) Limited
DTE House
Hollins Mount
Bury, Lancashire, BL9 8AT

- (iii) Demand immediate repayment of the Loan and accrued interest and other amounts payable hereunder in the specific circumstance that the Borrower has its application to register the patent of its mounting system with the Intellectual Property Office rejected

22. Seizure and Sale

22.1 If the Lender becomes entitled to seize the Security the Lender and/or its agents may enter and remain upon the Security or any premises where the Security may be and if necessary break open doors and windows in order to obtain admission and after the expiration of 5 clear days from the day of seizure may sell the Security by public auction or private contract on or off the premises

23. Proceeds of Sale

23.1 The Lender shall be entitled out of the proceeds of any such sale to retain the Loan or so much of it as may remain unpaid and the Interest then due together with the sum charged upon the Security and all other costs charges payments and expenses incurred made or sustained in:

23.1.1 Entering upon the premises

23.1.2 Discharging any distress, execution or other encumbrance on the Security or any part of it

23.1.3 Seizing taking retaining and keeping possession of the Security or any part of it

23.1.4 Effecting the carriage removal warehousing valuing or sale including the cost of inventories catalogues and advertising of the Security or any part of it and

23.1.5 Maintaining and defending its rights

23.2 And after payment of such Loan and Interest and such costs charges payments expenses and incumbrances as described above shall pay over the surplus (if any) of the proceeds of such sale to the Borrower

24. Defeasance of Security on Satisfaction

24.1 Upon payment by the Borrower of the Loan and Interest and the sums, costs, charges, payments and expenses specified above this security shall be void

25. Further Assurances

25.1 The Borrower and every other person claiming by or through the Borrower any interest in the Security will at all times at the cost of the Borrower execute and do all such assurances and things as may be lawfully required by the Lender for further and better assuring the Security to the Lender and for enabling it to obtain possession of the Security

26. Definition

26.1 The expression the "Security" includes all property, goods, rights and chattels described above assigned under this legal charge

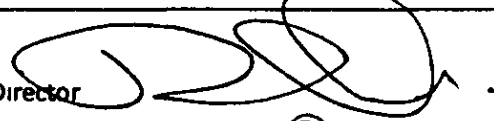

27. Governing Law and Jurisdiction

27.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law

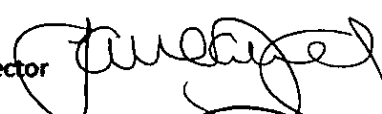

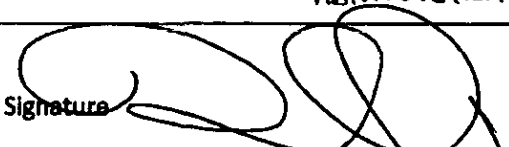
27.2 The Borrower irrevocably and unconditionally agrees for the benefit of the Lender that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement). The Lender shall not be precluded from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this document has been executed as a Deed the day and year first before written

The Borrower:

Motorcycle Information System Technologies Limited	<p>Director </p> <p>In the presence of:  (witness signature)</p> <p>Witness Name: RACHEL MARCHINGTON</p> <p>Witness Address: 21 THAMES CLOSE CONGLETON CHESHIRE CW12 3LP</p> <p>Witness Occupation: ADMINISTRATION MANAGER</p>
--	---

The Lender

Whitehall Trustees Limited	<p>Director </p> <p>In the presence of:  (witness signature)</p> <p>Witness Name: STEVEN DERWIN</p> <p>Witness Address: 21 WESTMINSTER AVE. STOCKPORT, SK5 7AZ</p> <p>Witness Occupation: SPECIALIST PENSION ADMINISTRATOR</p>
David Vout	<p>Signature  ←</p>