

MG01

Particulars of a mortgage or charge

009076/13



**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**  
You cannot use this form to register  
particulars of a charge for a  
company. To do this, please use  
form MG01s



A33 27/12/2012 #24  
COMPANIES HOUSE

**1 Company details**

Company number 0 0 5 1 4 7 1 8

Company name in full Hiwave Technologies Plc

18 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 ☒ d1 d8 m1 m2 y2 y0 y1 y2

**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 ☒ Charge over Shares dated 18 December 2012 between (1) Hiwave Technologies  
Plc (as "Chargor") and (2) BMS Finance AB Limited (as "Chargee") (the  
"Deed")

**4 Amount secured**

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

Amount secured All present and future liabilities and obligations  
of the Chargor to the Chargee under the Finance  
Documents including the Deed (whether actual or  
contingent and whether owed jointly or severally or  
as principal or as surety or in any other capacity  
whatsoever and whether or not the Chargee was the  
original creditor in respect thereof) including  
without limitation interest, commission, costs,  
charges and expenses charged by any Chargee at  
rates agreed by it and the Chargor (the "Secured  
Liabilities")

**Continuation page**

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

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**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	BMS Finance AB Limited						
Address	5th Floor, Hammersmith Broadway, London, United Kingdom						
Postcode	W	6		9	D	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

**Part 1 - Particulars of the property mortgaged or charged**

**Charge**

1 The charges contained in clause 3 of the Deed were given by the Chargor to the Chargee to secure the payment and discharge of the Secured Liabilities, and were given with full title guarantee

2 The Chargor charged to the Chargee, by way of first fixed charge, all of the Rights which it had at the date of the Deed and all of the Rights which it obtains at any time thereafter in

2 1 the Shares,

2 2 any Rights accruing to, derived from or otherwise connected with the Shares (including Dividends and proceeds of Disposal), and

2 3 any warrants, options and other Rights to subscribe for or otherwise acquire Shares

**Restrictions**

3 The Chargor agreed to ensure that

3 1 no Security Interest will exist over, or in relation to, any Charged Asset other than Secured Party Security, and

3 2 there will be no Disposal of any Charged Asset other than in accordance with the terms of the Finance Documents,

unless the Chargee agrees to the contrary

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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><b><u>Part 2 - Definitions</u></b></p> <p>"Charged Assets" means those assets which are from time to time from the date of the Deed the subject of clause 3 2 of the Deed,</p> <p>"Company" means Hiwave Technologies (UK) Limited, a company registered in England and Wales with company number 03135528 whose registered office is at Regus House, 1010 Cambourne Business Park, Cambourne, Cambridge, CB23 6DP, and</p> <p>"Disposal" means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of a Security Interest,</p> <p>"Dividends", in relation to any Share, means</p> <p>(a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share,</p> <p>(b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share,</p> <p>(c) allotments, offers and rights accruing or offered in respect of that Share, and</p> <p>(d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of, that Share,</p> <p>"Drawdown Request" has the meaning given to it in the Loan Agreement,</p> <p>"Finance Documents" means the Loan Agreement, each Security Document, each Drawdown Request and any other document designated as a Finance Document by the Chargee and the Chargor,</p> <p>"Loan Agreement" means the loan agreement dated 18 December 2012 between the Chargee (as lender), the Company(as borrower) and the Chargor (as guarantor),</p> <p>"Right" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary,</p> <p>"Secured Party Security" means the Security Interest created by the Deed and any other existing or future Security Interest granted by the Chargor to the Chargee to secure the payment and discharge of Secured Liabilities,</p> <p>"Security Documents" has the meaning given to it in the Loan Agreement,</p> <p>"Security Interest" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an</p>

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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

asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing, and

"Shares" means the shares described in Schedule 1 of the Deed being

(a) 500,000 ordinary shares in Hiwave Technologies (UK) Limited with a nominal value per share of £1,

(b) any other shares in the capital of the Company which are beneficially owned by the Chargor, and

(c) any shares acquired by the Chargor after the date of the Deed which are designated as Shares by the Chargor and the Chargee at or about the time of their acquisition

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## 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

N/A

### 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 870).

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 866). 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 *Rosenblatt*

/ X

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

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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 Robert Black

Company name Rosenblatt Solicitors

Address 9-13 St Andrew Street

Post town London

County/Region

Postcode E C 4 A 3 A F

Country

DX DX 493 London/Chancery Lane

Telephone 020 7955 0880



### 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)



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

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

**COMPANY NO. 514718  
CHARGE NO. 18**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 18  
DECEMBER 2012 AND CREATED BY HIWAVE TECHNOLOGIES  
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE COMPANY TO BMS FINANCE AB LIMITED 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 27 DECEMBER  
2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2013**

DX



**Companies House**

