

MG01

Particulars of a mortgage or charge

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LASEFFORM

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 reg
particulars of a charge for a Sc
company To do this, please us
form MG01s

THURSDAY



A07 25/03/2010 209
COMPANIES HOUSE

1

Company details

Company number 1 5 9 2 0 9 3

Company name in full Sircal Instruments (U K) Limited ("the Company")

2

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 m0 m3 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 Debenture ("the Debenture")

4

Amount secured

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

Amount secured Please see Continuation Sheet

4
1
00

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 Bank of Scotland plc ("Bos")

Address 125 Colmore Row, Birmingham

Postcode B 3 2 D S

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 Sheets

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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

Nil

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

Martineau

X

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

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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 David Doogan

Company name Martineau

Address No 1 Colmore Square

Post town Birmingham

County/Region

Postcode B 4 6 A A

Country

DX 721090 Birmingham 43

Telephone 0870 763 2000 RefBA528-281 DMD



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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture (the "Secured Liabilities")</p> <p>If the Company shall fail to pay any amount under the Debenture when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to BoS</p> <p>Definition</p> <p>"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date for payment</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 360 1037 394">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 412 1508 488">1 By way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property</p> <p data-bbox="320 517 564 544">2 By way of fixed charge -</p> <p data-bbox="320 573 1508 647">2 1 all estates or interests in any freehold or leasehold property belonging to the Company then or at any time after the date of the Debenture (other than any property charged in terms of paragraph 1 above) together with all buildings and, fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,</p> <p data-bbox="320 676 1508 723">2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,</p> <p data-bbox="320 752 1422 779">2 3 the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,</p> <p data-bbox="320 808 1508 855">2 4 all plant and machinery of the Company then or in the future attached to property which is charged by the foregoing provisions of paragraphs 1 and 2 1-2 3 above,</p> <p data-bbox="320 884 1508 958">2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,</p> <p data-bbox="320 987 1508 1034">2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by way of paragraph 2 5 above, whether by way of dividend, distribution, interest or otherwise,</p> <p data-bbox="320 1064 1508 1111">2 7 all rights and interests in and claims under insurance contracts or policies then or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),</p> <p data-bbox="320 1140 1508 1187">2 8 all rights and interest and claims under all other insurance or assurance contracts or policies then or in the future held by or insuring to the benefit of the Company (including all money payable under them),</p> <p data-bbox="320 1216 1508 1290">2 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs, and database rights in each case then or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of and any application for, such rights,</p> <p data-bbox="320 1319 1508 1393">2 10 the benefit of all agreements and licences then or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in paragraph 2 9 but owned by others,</p> <p data-bbox="320 1422 1508 1469">2 11 all the Company's rights then or in the future in relation to trade secrets, confidential information and know how in any part of the world,</p> <p data-bbox="320 1498 826 1525">2 12 all present and future book debts of the Company,</p> <p data-bbox="320 1554 1508 1601">2 13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under paragraphs 2 7 or 2 8 or arising on fluctuating accounts with other Group Companies),</p> <p data-bbox="320 1630 1508 1677">2 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,</p> <p data-bbox="320 1706 1508 1780">2 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2 16 all rights, money or property accruing or payable to the Company then or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charges under the foregoing provisions of paragraphs 1 and 2 1- 2 15 above, and</p> <p>2 17 all the Company's goodwill and uncalled capital for the time being</p> <p>3 By way of floating charge all the Assets not effectively otherwise mortgaged charged or assigned by Clause 2 of the Debenture, including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 2 of these continuation pages</p> <p>4 The Company with full title guarantee has assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities),</p> <p>(a) all the right, title and interest of the Company in and to any interest rate hedging agreements then or in the future entered into with any person, and</p> <p>(b) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture</p> <p>5 The Company will not without the prior written consent of BoS -</p> <p>5 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS), or</p> <p>5 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or</p> <p>5 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset</p> <p>6 The Company shall</p> <p>6 1 get in and realise all Receivables, in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with clause 2 12 2 of the Debenture) upon trust for BoS, and</p> <p>6 2 pay into its account with BoS (or as BoS may direct) all monies which it receives in respect of any Receivables, and</p> <p>6 3 if called upon to do so by BoS execute a legal assignment of all or any of the Receivables to BoS</p> <p>7 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to the Debenture</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Definitions</p> <p>"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company</p> <p>"Fixed Charged Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clauses 2 1, 2 2, 2 3 of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2 11 of the Debenture</p> <p>"Group" means the Parent and each of its Subsidiaries and "Group Company" shall be construed accordingly</p> <p>"Parent" means Judges Scientific PLC (Company Number 4597315) having its registered office at Unit 19 Charlwoods Road, East Grinstead, West Sussex RH19 2HL</p> <p>"Permitted Disposal" means</p> <ul style="list-style-type: none"> (a) the disposal of stock subject only to the floating charge created by clause 2 1 3 of the Debenture on an arms length basis in the ordinary course of trading, (b) disposal of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company, (c) disposal of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality <p>"Receivables" means all sums of money then or in the future receivable by the Company which consist of or are derived from any Asset referred to in clauses 2 1 1, 2 1 2, 2 2 or 2 3 of the Debenture or (with effect from the date of creation of any such security) any Assets comprised in any security created pursuant to clause 2 11 of the Debenture</p> <p>"Subsidiary" means in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and "Subsidiaries" shall mean all or any of them, as appropriate</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1592093
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 MARCH
2010 AND CREATED BY SIRCAL INSTRUMENTS (U.K.) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BANK OF SCOTLAND PLC 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 25 MARCH 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 MARCH 2010



Companies House
— for the record —

DX/DJ



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**