

MG01

Particulars of a mortgage or charge



66 371/13

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 for

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

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23/09/2011

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COMPANIES HOUSE

1

Company details

Company number 0 5 2 2 7 2 2 7

Company name in full ASSAYMETRICS LIMITED

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 2 1 10 09 2 0 1 1

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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

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Amount secured

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

Amount secured

4
All monies, obligations and liabilities whether
principal, interest or otherwise which may now or
at any time in the future be due or owing or
incurred by the Company to the Lender (whether
actual or contingent and whether incurred alone or
jointly with another as principal, guarantor,
surety or otherwise and in whatever name or style)
together with interest, charges and other expenses
(Company's obligations)

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	Finance Wales Investments (6) Limited	
Address	3rd Floor, Oakleigh House, Park Place, Cardiff, Wales (Lender)	
Postcode	C F 1 0 3 D Q	
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	<p>All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the Schedule below, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges</p> <p style="text-align: center;">SCHEDULE</p> <p>Charges</p> <p>The Company with full title guarantee and as a continuing security for the payment and discharge of the Company's Obligations charges to the Lender</p> <p>FIRSTLY, all other freehold and leasehold property now or in the future belonging to the Company together with all <u>buildings</u>, trade and other <u>fixtures</u>, fixed plant and machinery of the Company from time to time on such property</p> <p>SECONDLY, all plant, machinery, computers, office and other equipment now or in the future belonging to the Company (other than fixed plant and machinery) including all computer terminals, hard drives, keyboards, connecting leads and networks now or in the future belonging to the Company, together with all additions, alterations, accessories, replacements and renewals from time to time for such equipment and any components parts of such equipment from time to time</p> <p>THIRDLY, all stocks, shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving from such securities</p> <p>FOURTHLY, the goodwill of the Company and its uncalled capital for the time being</p> <p>continued</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

continued

FOURTHLY, all patents, copyrights, marks, service marks, designs and other intellectual property rights (including without limitation business names, know-how, formulae, inventions, confidential information, trade secrets, computer software, programs and systems), claims and all fees, royalties and other rights of every kind deriving from such intellectual property now or in the future belonging to the Company

FIFTHLY, all the undertaking, property and assets of the Company whatsoever and wheresoever present and future not subject to a legal mortgage or fixed charge by the Debenture

The Charges created by the Debenture are a continuing security and shall as regards the assets Firstly, Secondly, Thirdly and Fourthly, described shall be fixed first charges, and as to the assets Fifthly described shall be a first floating charge (subject to Clause 1 2 of the Debenture) The Lender may at any time by written notice to the Company convert the floating charge into a fixed charge as regards any property and assets specified by such notice

Clause 1 2 of the Debenture provides that if the Company shall create or allow to remain in existence any security interest other than the Debenture over any of the assets Fifthly described or disposes of such asset or if and when any person levies or notifies the Company that it intends to levy any distress, execution, sequestration or other process against any of the assets Fifthly described or if the Company ceases to carry on business or becomes insolvent the charge created by the Debenture over the assets the subject thereof shall automatically without notice be converted into a fixed charge instantly if such event occurs

Restriction on charges and disposals

The Debenture contains a covenant that the Company shall not without the previous written consent of the Lender

- a) create or allow to remain in existence any mortgage, charge, lien or other security interest on or any of its assets other than the Debenture,
- b) dispose of any of the assets Firstly, Secondly, Thirdly or Fourthly, described,
- c) dispose of the assets Fifthly described other than in the ordinary course of business at not less than market value,
- d) grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold or leasehold property or any part of it,
- e) pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or any other substantial asset or sever, unfix or remove any fixtures or remove any plant,

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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

machinery or equipment belonging to or in use by the Company except
for the purpose of affecting repairs or replacing the same

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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

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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).

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Signature

Please sign the form here

Signature

Signature

X 

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 - /FIN86/38 **SALT**Company name
Hugh JamesAddress
Hodge House

114 - 116 St Mary Street

Post town
Cardiff

County/Region

Postcode
C F 1 0 1 D YCountry
Wales

DX DX 33000 Cardiff 1

Telephone 02920 224871

**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 mortgage 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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5227227
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
SEPTEMBER 2011 AND CREATED BY ASSAYMETRICS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO FINANCE WALES INVESTMENTS (6)
LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 23 SEPTEMBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 SEPTEMBER
2011**

DX



Companies House
— for the record —



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