

131390/13
MG01

Particulars of a mortgage or charge

WEDNESDAY



A08 07/07/2010 154
COMPANIES HOUSE

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 Scottish company. To do this, please use form MG01s

For further information, please refer to our guidance at www.companieshouse.gov.uk

1 Company details

Company number 06627346

Company name in full AMPLIFIER TECHNOLOGY LIMITED

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 06/07/2010

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 dated 01/07/2010 and made between (1) Amplifier Technology Limited ("the Borrower") and (2) Allen-Vanguard Ltd ("the Lender")

4 Amount secured

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

Amount secured All monies, obligations and liabilities which may now or at any time in the future be due or owing or incurred by the Borrower to the Lender (whether actual or contingent) together with interest, charges, and other expenses including without limitation under the Debenture, the Agreement, the Purchase Order and the Supply Agreement

Definitions

"Agreement" means the agreement dated on or around the date of the Debenture between the Lender and the Borrower under which the Lender agrees to make available a credit advance to the Borrower to enable the Borrower to supply amplifiers to the Lender

"Purchase Order" means the purchase order dated on or around the date of the Debenture from the Lender to the Borrower under which the Borrower is to supply amplifiers to the Lender

"Supply Agreement" means the agreement to be entered into between the Borrower and the Lender under which the Borrower will supply amplifiers to the Lender

Continuation page

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

4 + 10

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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

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

Name ALLEN-VANGUARD LTD
Address c/o Morgan Cole, Apex Plaza
Forbury Road, Reading
Postcode R G 1 1 A X

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 All the undertaking, property and assets of the Borrower whatsoever and wheresoever, present and future, as specified below

Charges

FIRSTLY, by way of legal mortgage the leasehold property known as Unit 5, Easter Court, 30 Woodward Avenue, Yate, Bristol

SECONDLY, all freehold and leasehold property now or in the future belonging to the Borrower together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time on such property and all plant, machinery, computers, office and other equipment now or in the future belonging to the Borrower (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 Borrower, 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

THIRDLY, all stocks, shares and other securities now or in the future belonging to the Borrower together with all dividends and other rights deriving from such securities

FOURTHLY, the goodwill of the Borrower and its uncalled capital for the time being

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

The Charges created by the Debenture are a continuing security and shall as regards the assets, 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 Borrower convert the floating charge into a fixed charge as regards any property and assets specified by such notice

Cont

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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	Signature Please sign the form here <div style="border: 1px solid black; padding: 5px;"> <small>Signature</small> <div style="display: flex; justify-content: space-between; align-items: center;"> X Morgan Cole LLP X </div> </div> 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

Meryl Morgan

Company name

Morgan Cole LLP Solicitors

Address

Bradley Court

Park Place

Post town

Cardiff

County/Region

Postcode

C F 1 0 3 D P

Country

DX

Cardiff 33014

Telephone

02920 385385



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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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>Cont</p> <p>Clause 1 2 of the Debenture provides that if the Borrower 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 Borrower that it intends to levy any distress, execution, sequestration or other process against any of the assets Fifthly described or if the Borrower 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</p> <p>Assigns</p> <p>all of the Borrower's right, title and interest in and to all patents, copyrights, marks, service marks, designs, licenses and other intellectual property rights ("the Intellectual Property Rights") throughout the world (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 the Intellectual Property Rights now or in the future belonging to the Borrower,</p> <p>Restriction on charges and disposals</p> <p>The Debenture contains a covenant that the Borrower shall not without the previous written consent of the Lender</p> <p>(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,</p> <p>(b) dispose of any of the assets charged or assigned to the Lender under the Debenture (other than the assets Fifthly described),</p> <p>(c) dispose of the assets Fifthly described other than in the ordinary course of business at not less than market value,</p> <p>(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,</p> <p>(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, machinery or equipment belonging to or in use by the Borrower except for the purpose of affecting repairs or replacing the same</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6627346
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 JULY 2010
AND CREATED BY AMPLIFIER TECHNOLOGY LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ALLEN-VANGUARD LTD. 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 7 JULY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2010



Companies House
— for the record —



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