

110724/13  
**MG01**

 **IRIS Laserform**

## Particulars of a mortgage or charge

**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 created by a  
company. To do this use form MG01s

For further information, please  
refer to our guidance at [www.gov.uk](http://www.gov.uk)

SATURDAY



A44

\*A1NUJZCY\*

15/12/2012

#233

COMPANIES HOUSE

bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 1 Company details

Company number 0 8 2 5 4 0 3 0

Company name in full CNC Service Solutions Limited

### 2 Date of creation of charge

Date of creation d 0 7 m 1 2 y 2 0 y 1 2

### 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 granting fixed and floating charges over all the assets and undertaking of the Company

### 4 Amount secured

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

Amount secured all present and future monies, obligations and liabilities owed by the  
Company to Paul John Lee (the "Vendor"), under or in connection  
with the Sale Agreement or the debenture, together with all interest  
(including, without limitation, default interest) accruing in respect of  
those monies or liabilities

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

**MG01****Particulars of a mortgage or charge****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 Paul John Lee

Address 19 Gibbs Close, Little Melton

Norwich

Postcode N R 9 3 N U

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 Company whatsoever and wheresoever, present and future, and by way of first legal mortgage the Properties

By way of fixed charge:

- (a) all Properties acquired by the Company in the future,
- (b) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of 1 above in, or over, freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Secured Asset, and all rights in connection with them,
- (e) all its present and future goodwill,
- (f) all its uncalled capital;
- (g) all the Equipment,
- (h) all the Intellectual Property,
- (j) all the Book Debts;
- (k) all the Investments, and
- (h) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account)

By way of assignment, all of the Company's rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy

By way of first floating charge all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to 1, 2 and 3 inclusive

## MG01 - continuation page

### 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

The debenture contains covenants by the Company that the Company shall not at any time, except with prior written consent of the Vendor:

- Create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Asset
- sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge), or
- create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="349 349 1038 383">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="349 398 480 427"><b>Definitions</b></p> <p data-bbox="349 456 1485 539">"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest</p> <p data-bbox="349 568 1485 651">"Sale Agreement" means the sale and purchase agreement dated on or about the date of the debenture between the Company and the Vendor among others relating to the sale of shares in CNC Precision Engineering Services Limited</p> <p data-bbox="349 680 1485 741">"Secured Asset" means all the assets, property and undertaking for the time being subject to the Security Interests created by, or pursuant to, the debenture</p> <p data-bbox="349 770 1485 853">"Security Interest" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect</p> <p data-bbox="349 882 1485 1010">"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions</p> <p data-bbox="349 1039 1485 1189">"Intellectual Property" means the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights</p> <p data-bbox="349 1218 1485 1301">"Book Debts" means all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them</p> <p data-bbox="349 1330 1485 1413">"Investments" means all present and future certified stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including any</p> <ul data-bbox="349 1442 1485 1592" style="list-style-type: none"> <li>• dividend, interest or other distribution paid or payable in relation to any of the Investments, and</li> <li>• rights, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise</li> </ul> <p data-bbox="349 1621 1485 1682">"Designated Account" means any account of the Company nominated by the Vendor as a designated account for the purposes of the debenture</p> <p data-bbox="349 1711 1485 1794">"Insurance Policy" means each contract and policy of insurance effected or maintained by the Company from time to time in respect of its assets or business (including without limitation, any insurances relating to the Properties or the Equipment)</p>

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Particulars of a mortgage or charge

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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

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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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## 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 Greg Allan

Company name Birketts LLP

Address Kingfisher House

1 Gilders Way

Post town Norwich

County/Region Norfolk

Postcode N R 3 1 U B

Country England

DX DX 5230 NORWICH

Telephone 01603 232300



### 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. 8254030  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 DECEMBER  
2012 AND CREATED BY CNC SERVICE SOLUTIONS LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO PAUL JOHN LEE 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 15 DECEMBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER  
2012

*Rp*



**Companies House**



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