

124611/32
MG01

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 for a company. To do this, please use form MG01s.

THURSDAY



A13

15/10/2009

11

COMPANIES HOUSE

1 Company details

Company number 0 1 9 9 3 5 2 0

Company name in full **TECHNO ENGINEERING LIMITED (the "Company")**

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 ^d0 ^d7 ^m1 ^m0 ^y2 ^y0 ^y0 ^y9

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 **LEGAL CHARGE (the "Legal Charge")**

4 Amount secured

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

Amount secured

1 All monies and liabilities which at the date of the Legal Charge are or shall at any time thereafter be due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that such monies and liabilities shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed between the Company and the Bank.

2 All costs charges losses expenses and other sums from time to time expended paid or incurred by or on behalf of the Bank or any Receiver in relation to the Legal Charge or the Secured Amounts or

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

CLYDESDALE BANK PLC (the "Bank")

Address

30 St Vincent Place

Glasgow

Postcode

G 1 2 H 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

By way of legal mortgage the Property (with the intent that the security constituted by the Legal Charge shall extend to and include the Company's full title interest in the Property or in the proceeds of sale thereof).

In the Legal Charge the Company covenants with the Bank that it will not without the prior written consent of the Bank:

1 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect any part of the Property; or

2 grant or agree to grant any licence or tenancy affecting all or any part of the Property nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 or 100 of the Law of Property Act 1925 nor in any other way dispose of or agree to dispose of or create any legal or equitable estate or interest in or in the proceeds of sale of the Property or any part thereof nor part with possession thereof.

In this form:

"the Property" means land and buildings on the east side of Eastern Avenue, Waterloo Industrial Estate, Pembroke Dock; land and buildings at Waterloo Industrial Estate, Pembroke Dock and; Plot C Waterloo Industrial Estate, Pembroke Dock (title numbers WA746494, WA865832 and WA614402 and references to the Property shall include reference to any part of it;

'the Receiver' means any receiver or receiver and manager for the time being appointed by the Bank under or by virtue of the Legal Charge and if more than one receiver or receiver and manager has been so appointed then the expression 'the Receiver' shall mean any or all of them.

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7	Particulars as to commission, allowance or discount (if any)	
	<p>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:</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
Commission allowance or discount	None	
8	Delivery of instrument	
	<p>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).</p> <p>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).</p>	
9	Signature	
	Please sign the form here.	
Signature	<p>Signature</p> <p>X <i>Cobbetts LLP</i> X</p>	
	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 **Richard Berry**

Company name **Cobbetts LLP**

Address **58 Mosley Street**

Post town **Manchester**

County/Region

Postcode **M 2 3 H Z**

Country

DX

Telephone



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>any other security held by or offered to the Bank in respect thereof on a full and unlimited indemnity basis including, without prejudice to the generality of the foregoing, all costs charges and expenses (including without limitation the fees of professional advisers to the Bank and the Receiver) incurred in connection with the stamping negotiation preparation execution registration and perfecting of the Legal Charge or with any proceedings by or against any third party relating to the Property or to the security constituted by the Legal Charge or otherwise in the protection realisation or enforcement or attempted realisation or enforcement of the security constituted by the Legal Charge or any such other security (including without limitation the Bank's own administrative costs and expenses) and in connection with or contemplation of any proceedings under the Legal Charge or under any such other security or the recovery or attempted recovery of the Secured Amounts whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered or incurred by it or him, directly or indirectly, in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him under or pursuant to the Legal Charge and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Property.</p> <p>3 Interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Legal Charge.</p> <p>Interest payable under the provisions referred to above shall be computed and compounded as agreed from time to time between the Company and the Bank or in the absence of such agreement compounded quarterly according to the current practice for the time being of the Bank and computed at the rate of 2% (two per cent) per annum over the Bank's base rate from time to time and shall be payable as well after as before any demand on or judgment against the Company.</p> <p>In this form 'the Secured Amounts' means the monies and liabilities which the Company covenants in the Legal Charge to pay and discharge and references to the Secured Amounts shall include reference to any of them.</p>	



FILE COPY

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

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

**COMPANY NO. 1993520
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 7
OCTOBER 2009 AND CREATED BY TECHNO ENGINEERING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CLYDESDALE BANK 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 15 OCTOBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 OCTOBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES