

MR04

Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfi
in full or in part of a mortga
charge against an LLP Use fo
LL MR04



A05 06/01/2017 #213

COMPANIES HOUSE

1 Company details

Company number 0 7 8 6 8 4 7 2

Company name in full Kontroltek Limited

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

- Before 06/04/2013 Complete **Part A and Part C**
- On or after 06/04/2013 Complete **Part B and Part C**

→ **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge *

Charge creation date 2 7 1 1 2 0 1 2

→ **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description Debenture dated 27th November 2012 and made between (1)
Kontroltek Limited ("the Borrower") and (2) Finance Wales
Investments (6) Limited ("the Lender")

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

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking 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 more particularly specified below together with covenants by and restrictions on the Borrower which protect and further define the charges and must be read as one with the charges

continued

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	<p>By way of legal mortgage the freehold/leasehold property known as [insert details] together with all buildings, trade and other fixtures, fixed plant and machinery from time to time thereon</p> <p>By way of fixed charge</p> <p>(a) all other 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,</p> <p>(b) 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 component parts of such equipment from time to time,</p> <p>(c) 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,</p> <p>(d) all present and future book and other debts and the proceeds thereof and monetary claims due or owing to the Borrower (the "Book Debts") and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them,</p> <p>(e) the goodwill of the Borrower and its uncalled capital for the time being, and</p> <p>(f) 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 Borrower</p> <p>By way of floating charge all the undertaking, property and assets of the Borrower whatsoever and wheresoever present and future not subject to a legal mortgage or fixed charge</p> <p>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</p> <p>The floating charge created by the Debenture shall, unless otherwise agreed in writing by the Lender, automatically and without notice be converted into a fixed charge on any asset subject to it</p> <p>(a) if the Borrower shall create (or take any action to create) or allow to remain in existence any security interest other than this Debenture over any asset, or</p> <p>(b) if the Borrower disposes of any asset other than in the ordinary course of business at less than market value, or</p> <p>(c) if and when any person levies or notifies the Borrower that it intends to levy any distress, execution, sequestration or other process against any asset, or</p>

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	<p>(d) if the Borrower cease to carry on business or becomes Insolvent, or</p> <p>(e) If the Borrower receives any offer (whether in writing, verbally or otherwise) for (or takes and action towards) (a) the sale and purchase any of its Book Debts or (b) the factoring of any of its Book Debts or (c) the discounting of any of its Book Debts or (d) the creation of any form of trust or other interest in any of its Book Debts (together "Book Debt Agreements")</p> <p>The floating charge created by the Debenture shall, unless otherwise agreed in writing by the Lender, automatically and without notice be converted into a fixed charge on any asset subject to it (if not already converted into a fixed charge pursuant to (e) above) immediately prior to entering into any Book Debt Agreement</p> <p>Any asset acquired by the Borrower after any crystallisation of the floating charge which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of a fixed charge</p> <p>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 any of its assets other than this Debenture,</p> <p>(b) dispose of the assets charged by way of mortgage or fixed charge,</p> <p>(c) dispose of the assets charged by way of floating charge 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) factor, assign, discount or sell any of its Book Debts or enter into any form of Book Debt Agreement or any agreement or arrangement which has a similar effect no matter how such agreement or arrangement is described</p> <p>Definition</p> <p>Insolvent shall mean any of the following</p> <p>(a) the appointment of a receiver or administrative receiver over the whole or a substantial part of the Borrower's assets or any legal process if taken, or enforced upon any of the Borrower's assets, and any such action is not lifted or discharged within 14 days,</p> <p>(b) any step is taken by the Borrower or any other person to appoint an administrator in relation to the Borrower,</p> <p>(c) the Borrower becomes insolvent or stops or suspends payment of its debts or is (or is deemed to be) unable to pay its debts as they fall due or proposes or enters into any agreement or composition for the benefit of its creditors generally,</p> <p>(d) a petition is presented (other than a petition which is in the Lender's opinion frivolous or vexatious and which is withdrawn or stayed within 14 days) or an order is made for the winding-up or dissolution of the Borrower or the appointment of a liquidation in respect of the Borrower, or</p> <p>(e) the Borrower ceases or threatens to cease to carry on the whole or a substantial part of its business</p>	

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Part B Charges created on or after 06/04/2013**B1****Charge code**

Please give the charge code This can be found on the certificate

Charge code ①

				-					-			
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① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges**C1****Satisfaction**I confirm that the debt for the charge as described has been paid or satisfied.
Please tick the appropriate box

- ☒ In full
☐ In part

C2**Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Forename(s)

Finance Wales Investments (6) Limited

Surname

Please give the address of the person delivering this statement

Building name/number

1 Capital Quarter

Street

Tyndall Street

Post town

Cardiff

County/Region

Postcode

C	F	1	0		4	B	Z
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Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Chargee

C3**Signature**

Please sign the form here

Signature

Signature

X

Jfame

X

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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. The contact information you give will be visible to searchers of the public record.

Contact name
Lorraine James

Company name
Finance Wales

Address
1 Capital Quarter

Tyndall Street

Post town
Cardiff

County/Region

Postcode
C F 1 0 4 B Z

Country

DX

Telephone
02920 338115

**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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3.

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1
☐ You have given the details of the person delivering this statement in Section C2
☐ You have signed the form

**Important information**

Please note that all information on this form will appear on the public record.

**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