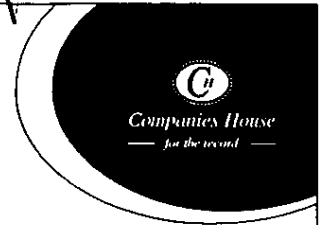


MG01

Particulars of a mortgage or charge

100083 / 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 Scottish
company. To do this, please use
form MG01s.

SATURDAY



PC3

05/12/2009
COMPANIES HOUSE

211

1 Company details		For official use
Company number	0 6 9 1 1 0 2 3	Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Happy Bridge Limited	
2 Date of creation of charge		
Date of creation	d 2 7 m 1 1 y 2 0 y 0 9	
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 27th November 2009 and made between (1) Happy Bridge Limited ("the Borrower") and (2) Finance Wales Investments (6) Limited ("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 whether principal, interest or otherwise 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 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.	
		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.	
Name	Finance Wales Investments (6) Limited	
Address	3rd Floor, Oakleigh House	
	Park Place, Cardiff	
Postcode	C F 1 0 3 D Q	
Name		
Address		
Postcode		

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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>All the undertaking, property and assets of the Borrower whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Borrower which protect and further define the charges and must be read as one with the charges</p>	

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

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>Particulars of a mortgage or charge Name of Company: Happy Bridge Limited</p> <p>Number of Company: 06911023</p> <p>SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS</p> <p>contained in a Debenture in favour of Finance Wales Investments (6) Limited dated 27th November 2009</p> <p>Charges</p> <p>FIRSTLY, 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.</p> <p>SECONDLY, 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>THIRDLY, the goodwill of the Borrower and its uncalled capital for the time being.</p> <p>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 Borrower.</p> <p>FIFTHLY, all the undertaking, property and assets of the Borrower whatsoever and wheresoever present and future not subject to a legal mortgage or fixed charge by the Debenture.</p> <p>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 Borrower convert the floating charge into a fixed charge as regards any property and assets specified by such notice.</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>

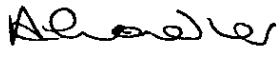
MG01 - continuation page

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>Particulars of a mortgage or charge</p> <p>Name of Company: Happy Bridge Limited</p> <p>Number of Company: 06911023</p> <p>SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS</p> <p>contained in a Debenture in favour of Finance Wales Investments (6) Limited dated 27th November 2009</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 Firstly, Secondly, Thirdly or Fourthly, 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>	

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <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>	
<p>Commission allowance or discount</p>	<p>Nil</p>	
<p>8</p>	<p>Delivery of instrument</p> <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>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here.</p> <p>Signature</p> <p>X  X</p> <p>21/2/09</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	

MG01

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 Amy Chandler

Company name Finance Wales

Address 3rd Floor, Oakleigh House,

Park Place

Post town Cardiff

County/Region

Postcode C F 1 0 3 D Q

Country UK

DX

Telephone 02920 338175



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6911023
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27
NOVEMBER 2009 AND CREATED BY HAPPY BRIDGE 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 5 DECEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 DECEMBER
2009**



Companies House
— for the record —



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