



Registration of a Charge

Company Name: **Q.S. ENTERPRISES LIMITED**

Company Number: **01850377**



XBAQZI5N

Received for filing in Electronic Format on the: **19/08/2022**

Details of Charge

Date of creation: **01/08/2022**

Charge code: **0185 0377 0003**

Persons entitled: **SIEMENS FINANCIAL SERVICES LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GEMMA WATERS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1850377

Charge code: 0185 0377 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2022 and created by Q.S. ENTERPRISES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th August 2022 .

Given at Companies House, Cardiff on 22nd August 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Chattel Mortgage

OUR DETAILS

Siemens Financial Services Limited, Sefton Park, Bells Hill, Stoke Poges, Buckinghamshire SL2 4JS

Telephone Number 01753 434000

Registered Number 646166 in England

VAT Registration Number GB 222 4382 92

YOUR DETAILS

Your Full Name ("you") QS Enterprises Limited

Address 8 Queen Square

Town/City London

County

Post Code WC1N 3AR

Registered Number 01850377

Telephone Number 0807 833 2513

E-mail address jisaacs@qsprivatehealthcare.com

YOUR SIGNATURE

Executed as a Deed by QS Enterprises, acting by:

Director

Jodee Cooper

Electronically signed by: Jodee Cooper
Date: Jul 21, 2022 15:35 GMT+1

Print Name Jodee Cooper

Date of Signature Jul 21, 2022

And Director, Company Secretary or Witness:

Jodee Cooper

Electronically signed by: Jodee Cooper
Date: Jul 21, 2022 15:35 GMT+1

Print Name Jodee Cooper

Joel Isaacs

Electronically signed by: Joel Isaacs
Date: Jul 21, 2022 15:58 GMT+1

Joel Isaacs

OUR SIGNATURE

Siemens Financial Services Limited's Signature

Date of this Deed

1/8/2022

This Deed is made on the date set out on the front page, and is entered into between you as mortgagor and us as mortgagee.

Background:

- (A) You have entered into the Relevant Agreement(s), under which you owe various payment obligations to us, as more particularly described therein.
- (B) By this Deed you mortgage to us the Mortgaged Property, as security for the performance of your obligations under the Relevant Agreement(s).

It is agreed as follows:

1. Definitions and Interpretation

1.1 In this Deed:

"Event of Default" means an event of default or termination event, howsoever described, under the Relevant Agreement(s), or any of them.

"Indemnitees" means us and our successors and assigns, transferees, shareholders, subsidiaries, affiliates, partners, contractors, directors, officers, servants, agents and employees.

"Mortgaged Property" means the property, plant and equipment described in the Schedule to this Deed.

"Receiver" means any receiver or receiver and manager appointed by us hereunder or under any statutory power.

"Relevant Agreement(s)" means the agreement(s) described in the Schedule to this Deed.

"Secured Obligations" means all monies, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by you to us or any Indemnitee, actually or contingently, as principal or surety, on any account whatsoever pursuant to the Relevant Agreement(s), or as a consequence of any breach, non-performance, disclaimer or repudiation by you (or by any liquidator, receiver or any similar officer appointed in respect of you) of any of your obligations under the Relevant Agreement(s).

"Security Interest" means a mortgage, charge, pledge, lien or other security interest or encumbrance securing an obligation of any person, or any other agreement or arrangement having a similar effect.

1.2 Each reference to:

- (a) a party shall include a reference to its successors in title, permitted assigns and permitted transferees;
- (b) a document is to such document as amended, supplemented, assigned or novated from time to time;
- (c) a "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (d) a provision of a statute, rule or regulation is to such provision as amended, modified or re-enacted from time to time, and includes any subordinated legislation under it from time to time;
- (e) the singular includes the plural and vice versa;
- (f) a "disposal" includes any sale, lease, transfer, conveyance, assignment, licence, sub-licence, bailment or other disposal of any kind and "dispose" shall be construed accordingly;
- (g) "including" means "including without limitation" (with related words being construed accordingly), "in particular" means "in particular but without limitation"; and
- (h) a "right" includes any estate, interest, claim, remedy, discretion, power or other right of any kind, both present and future.

1.3 Clause, schedule and paragraph headings are for ease of reference only.

1.4 References to clauses, schedules and paragraphs are references to clauses, schedules and paragraphs of this Deed unless otherwise stated. References to this Deed include its schedules.

1.5 An Event of Default is "continuing" if it has occurred and has not been remedied or waived in writing, in each case to our satisfaction under the Relevant Agreement(s).

1.6 An obligation of the Mortgagor not to do something shall include an obligation not to permit, suffer or allow it to be done.

2. Covenant to Pay

You hereby covenant to pay, perform and discharge all of the Secured Obligations promptly, and acknowledge to us that the amount secured by this Deed and in respect of which this Deed and the security hereby created is enforceable, is the full amount of all the Secured Obligations and you further covenant with us that the property hereby mortgaged is so mortgaged for the full and punctual payment, performance and discharge of all of the Secured Obligations.

3. Mortgage and Charge

3.1 Mortgage

You hereby, with full title guarantee, mortgage by way of first fixed charge to and in our favour all of your rights, title and interest, present and future, in and to the Mortgaged Property.

3.2 Release

Promptly following the discharge in full of the Secured Obligations (and provided that we shall not have been advised by insolvency counsel that, having regard to the facts then existing and by reason of

any bankruptcy, insolvency or other applicable laws affecting creditors' rights and the discharge of obligations, we will or will likely become obliged to pay to or to account to you, any other person or any liquidator or trustee in bankruptcy of any of them any amount corresponding to all or any part of the amount paid in or towards such discharge), we shall at your cost and request, and without representation or warranty, release to you the Security Interests created and constituted by this Deed and shall execute such documents as you may reasonably require in order to give effect to such release.

4. Covenants

4.1 Negative pledge

You must not create or permit to exist any Security Interest, other than as constituted by this Deed, over or affecting any part of the Mortgaged Property.

4.2 Disposals

You must not purport to sell, offer for sale, transfer or assign the Mortgaged Property without our prior consent.

5. Representations and Warranties

You represent and warrant in our favour that:

5.1 Status

- (a) You are duly constituted under the laws of the jurisdiction in which you are incorporated;
- (b) You are not insolvent or in liquidation or administration or subject to any other insolvency procedure;
- (c) No receiver, manager, trustee, custodian or analogous officer has been appointed in respect of any part of your property, assets or undertaking; and
- (d) You have the appropriate power and authority to own the Mortgaged Property and to carry on your business as now conducted;

5.2 Capacity

You have the appropriate power and capacity to enter into and perform the terms and conditions of this Deed and have taken all necessary action to authorise the execution, delivery and performance of this Deed;

5.3 Obligations binding

The obligations expressed as being assumed by you under this Deed constitute your valid, legal and binding obligations, enforceable in accordance with their terms; and

5.4 Title

You are the sole, absolute, legal and beneficial owner of the Mortgaged Property, and the Mortgaged Property is free from all Security Interests other than as constituted by this Deed.

6. Enforcement of Security

6.1 Timing of Enforcement

We may enforce the security created by this Deed if an Event of Default is continuing.

6.2 Powers of Mortgagee

Without prejudice to any of our other rights, whether conferred under any of the Relevant Agreement(s) or by law generally, upon and at any time after the occurrences of an Event of Default, we shall be entitled:

- (a) to apply to any court of competent authority for an order for foreclosure absolute so as to vest all of your right, title and interest in all or any part of the Mortgaged Property in ourselves as mortgagee;
- (b) to enter onto your premises in order to disconnect, sever, take possession of and remove the Mortgaged Property therefrom, and you hereby grant to us (and by extension to any Receiver) an irrevocable licence expressly for such purpose;
- (c) to sell, call in, collect and convert into money all or any part of the Mortgaged Property by public or private contract at any place in the world, with or without advertisement or notice to you or any other person in relation to any private contract, with all such powers in that respect as are conferred by law; and
 - (i) by way of extension thereof, such sale, calling in, collection and conversion may be made for such consideration as we in our sole and absolute discretion shall deem reasonable (whether the same shall consist of cash or shares or debentures in some other company or companies or other property of whatsoever nature or partly of one and partly of some other species of consideration, and whether such consideration shall be presently payable or by instalments or at some future date, and whether such deferred or future payments shall be secured or not) and in all other respects in such manner as we shall think fit, and without being liable to account for any loss of or deficiency in such consideration;
 - (ii) section 10 (Regulation of exercise of power of sale) Law of Property Act 1925 shall not apply to this Deed or to the power of sale, calling in, collection or conversion hereinbefore contained; and
 - (iii) for the purposes of this clause 6.2, we may (in our sole and absolute discretion) by notice appoint you or any other person as our non-exclusive agent to sell all or any part of the Mortgaged Property on terms satisfactory to us;

- (d) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with all or any part of the Mortgaged Property or in any way relating to this Deed and execute releases or other discharges in relation thereto;
- (e) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to all or any part of the Mortgaged Property;
- (f) to execute and do all such acts, deeds and things as we may reasonably consider necessary or proper for, or in relation to, any of the purposes aforesaid; and
- (g) to appoint a Receiver of all or any part of the Mortgaged Property upon such terms as to remuneration and otherwise as we shall see fit; and we may from time to time remove any Receiver so appointed and appoint another in his place; and to fix (at or after the time of his appointment) the remuneration of any such Receiver. A Receiver so appointed shall be your agent and you shall be liable for such Receiver's actions and defaults as your agent (save for the wilful misconduct or reckless disregard of such Receiver) to the exclusion of any liability on our part. Nothing herein contained shall render us liable to any such Receiver for his remuneration, costs, charges or expenses or otherwise.

6.3 Application of Proceeds

All proceeds received by us or any other person from the enforcement of the security created by this Deed following the occurrence of an Event of Default shall be applied by us either: (i) in accordance with the provisions set out in the Relevant Agreement(s); or (ii) where no such provisions exist, as follows:

- (a) firstly, against all costs and expenses incurred by us in connection with the preservation and enforcement of our security (including legal and other advisory costs) and any expenses relating to the repossession, detachment, storage, insurance, maintenance, repair or remarketing of the Mortgaged Property and any costs of making good the premises from which the same are detached;
- (b) secondly, against all amounts due and payable by you to us under the terms of the Relevant Agreement(s), as certified by us; and
- (c) thereafter, any surplus shall be applied to your order.

7. Receivers

7.1 Capacity of Receivers

Each person appointed to be a Receiver:

- (a) may act individually or together with any other person appointed or substituted as Receiver;
- (b) shall be deemed to be your agent and you shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for us; and
- (c) shall be remunerated for his services at a rate to be fixed by us from time to time without being limited to the rate specified by the Law of Property Act 1925.

7.2 Statutory Powers of Appointment

The power of appointment of a Receiver shall be in addition to all of our statutory and other powers of appointment and such powers shall remain exercisable from time to time by us in respect of any part of the Mortgaged Property.

7.3 Powers

Any Receiver appointed under clause 6.2 (*Powers of Mortgagee*) shall have all the powers conferred on a Receiver by law (save that section 103 (*Regulation of exercise of power of sale*) Law of Property Act 1925 or any other relevant statutory provision of similar effect shall not apply) and, by way of addition to (but without limiting) those powers:

- (a) the Receiver shall have all the powers given to us hereunder in respect of taking possession of, calling in, collecting, converting into money and selling and dealing with all or any part of the Mortgaged Property and generally shall be entitled to the same protection and to exercise the same powers and discretions as are given to us hereunder and shall also have such other of the powers and discretion given to us hereunder as we may from time to time confer on him;
- (b) the remuneration of the Receiver may be fixed by us (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise), but shall be payable by you, and the amount of such remuneration may be debited by us from any amounts held, assigned or charged in our favour pursuant to this Deed but shall, in any event, be secured on the Mortgaged Property under this Deed;
- (c) the Receiver shall have power to make any payment and incur any expenditure which we are, by this Deed, expressly or impliedly authorised to make or incur. Any expenditure incurred by the Receiver in the exercise of any of his powers hereunder may be paid or retained by him out of any moneys coming into his hands as Receiver or may be paid by us, in which case they shall be treated as expenses properly incurred by us;
- (d) the Receiver shall, in the exercise of his powers, authorities and discretions conform with the reasonable directions from time to

time made and given by us;

- (e) we may at any time require security to be given for the due performance of the Receiver's duties as Receiver, at your cost; and
- (f) we may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as Receiver.

7.4 No Liability as Mortgagee in Possession

Neither we nor the Receiver shall be liable to account as a mortgagee in possession of the Mortgaged Property and neither we nor any Receiver shall be liable for any loss arising from, or in connection with, the realisation of all or any part of the Mortgaged Property or otherwise for any act, neglect, default or omission for which a mortgagee in possession might be liable as such.

7.5 Other Powers of Receiver

The foregoing powers of a Receiver shall be in addition to any of our statutory or other powers under the Law of Property Act 1925 and of a Receiver under the Insolvency Act 1986, and the Receiver shall, in any event, have and be entitled to exercise all the rights, powers and remedies conferred upon us by this Deed and by law with respect to all or any part of the Mortgaged Property.

8. Protection of Security

8.1 Preservation

(a) This Deed and the security constituted by this Deed:

- (i) shall be held by us as a continuing security for the payment, discharge and performance of the Secured Obligations, and the security, covenants and provisions of this Deed shall remain in force as continuing security notwithstanding any settlement of account or any intermediate payment or satisfaction of any Secured Obligation or any other act, event or matter whatsoever; and
- (ii) is in addition to, and shall not be affected or prejudiced by, any other rights or security, now and/or in the future, held by us whether from you or any other person for all or any part of the Secured Obligations. This Deed shall not merge with or prejudice or be prejudiced by any such rights or security or any other of our contractual or legal rights.

(b) No action or inaction by us in relation to any other rights or Security Interest shall affect our rights under this Deed.

8.2 Power of Attorney

(a) Power of Attorney

By way of security, you hereby irrevocably appoint us and any Receiver severally to be your attorney (with full power of substitution and delegation) in your name and on your behalf and act on your behalf to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by us or any Receiver or administrator pursuant to this Deed or in the exercise of any of our or their powers.

(b) No Obligation to Exercise Power:

We shall not have any obligation to exercise any of the powers conferred upon us pursuant to clause 8.2(a) or to make any demand or enquiry as to the nature or sufficiency of any payment received by it with respect to the Mortgaged Property. No action taken by or omitted to be taken by us in the proper exercise of the power conferred on us pursuant to clause 8.2(a) shall give rise to any defence, counterclaim or set-off in your favour or otherwise affect any of the Secured Obligations.

(c) Ratification

The power conferred pursuant to clause 8.2(a) shall be a general power of attorney under the Powers of Attorney Act 1971 and you shall ratify and confirm and agree to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which we may execute or do in the exercise of such power.

8.3 Further assurance

You shall, at your own cost and expense and at our request or that of any Receiver, execute any deed or document and take any action necessary or desirable to:

- (a) perfect or protect this Deed, the security constituted or intended to be constituted by this Deed and/or its or their priority (including, without limitation the filing of this Deed with, and the payment of any registration fees to, Companies House within all applicable time limits and otherwise in accordance with the requirements of all applicable legislation); and
- (b) facilitate the realisation of the Mortgaged Property or the exercise of any rights or powers of ourselves or any Receiver or administrator, and the covenants contained in section 2(1)(b) of the Law of Property Act (Miscellaneous Provisions) Act 1994 shall extend to this obligation.

9. Notices

- 9.1 Any notice under this Deed must be in writing and must be delivered by hand or sent by post. A notice will be deemed to be received on the same day if delivered by hand or 5 business days after the date of posting it. Any notice received outside of business hours or not on a business day, will be deemed to have been received on the next business day. Notices must be sent to the addresses of the parties set

out on page 1 of this Deed. Any notice to you will be for the attention of the contact name provided on page 1 of this Deed. Any notice to us will be for the attention of the Company Secretary.

- 9.2 This clause 9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of official dispute resolution.

10. Assignment and Transfer

10.1 Transfer by us

We may transfer any of our rights and/or obligations under this Deed.

10.2 No transfer by you

You shall not transfer any of your rights or obligations under this Deed.

10.3 Disclosure

We may give such information relating to you and this Deed as we think fit to any person proposing to take an assignment or transfer from us, or to enter into contractual relations with us in respect of this Deed.

11. Miscellaneous

11.1 Variation

Unless expressly agreed in writing and signed by you and us, no variation of this Deed shall be valid or constitute a general waiver of any provisions of this Deed nor shall it affect any rights, obligations or liabilities under or pursuant to this Deed which have already accrued up to the date of variation, and the rights and obligations of the parties pursuant to this Deed shall remain in full force and effect, except and only to the extent that they are so varied.

11.2 Waivers, Remedies Cumulative

- (a) No failure, delay or omission by us to exercise any right or power vested in us hereunder shall impair such right or power or be construed as a waiver of or an acquiescence in any default by you.
- (b) No single or partial exercise of any right shall preclude any further or additional exercise of that right or any other right.
- (c) Our respective rights and remedies pursuant to this Deed are cumulative, may be exercised as often as we consider appropriate

and are in addition to our rights and remedies under general law.

11.3 Partial Invalidity

- (a) If any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Deed shall not be affected or impaired.
- (b) If it becomes unlawful for us to perform any of our obligations under this Agreement or we are unable to fulfil this Agreement by reason of any national or international foreign trade or customs requirements or any embargoes or other sanctions or similar restrictions then we shall be entitled to terminate this Agreement.

11.4 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

11.5 Contracts (Rights of Third Parties) Act 1999

No person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

12. Governing Law And Jurisdiction

12.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

12.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligations arising out of or in connection with it).

12.3 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

This Deed has been executed as a deed and is delivered by you on the date written at the start of this Deed.

Schedule: Secured Obligations and Mortgaged Property

RELEVANT AGREEMENT(S)

Fixed Rate Loan Agreement A9695961

MORTGAGED PROPERTY

Item	Reference / Serial Number	Quantity	Description
1	4255	1	Exablate Neuro System
Location of your Mortgaged Property		Address	Queen Square Imaging Centre, 8 Queen Square,
		Contact Name	London, WC1N 3AR - Joel Isaacs
		Telephone No.	0807 833 2513

Signature:

*Jodee Cooper*Electronically signed by:
Jodee Cooper
Date: Jul 21, 2022 16:42
GMT+1

Email: jisaacs@qsprivatehealthcare.com