

446302113
MR01

Particulars of a charge

Oyez

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companies

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument Use form MR08



A07 *A343SWSO* 21/03/2014 #154
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 3 9 6 7 7 1 7

Company name in full Xbridge Limited

For official use

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 date

Charge creation date 0 4 0 3 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name National Westminster Bank plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

All Land vested in or charged to the Company, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to "Land" are to any interest in heritable, freehold or leasehold land

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ⓘ

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

ⓘ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

× Osborne Clarke

×

This form must be signed by a person with an interest in the charge

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Tom McGinn

Company name

Osborne Clarke

Address

One London Wall, London

Post town

County/Region

Postcode

5 C 2 Y 5 E B

Country

United Kingdom

DX

466 London

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3967717

Charge code: 0396 7717 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th March 2014 and created by XBRIDGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st March 2014

Dx

Given at Companies House, Cardiff on 26th March 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to s.859 G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Debenture Company (0910)
We hereby certify that this is a true and accurate copy of the original document dated the 4th day of March 2014

Owner: Xbridge Limited Registered No: 3967717

Bank: National Westminster Bank plc

Osborne Clarke
Osborne Clarke
1 London Wall
London
EC2Y 5EB

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The Owner's Obligations are all the Owner's liabilities to the Bank under each Finance Document (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank
 - 1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with
 - 1.2.1 the Property charged by Clause 2. References to Property include any part of it
 - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed
- For the purposes of this Clause 1

Finance Document means

- (a) the overdraft agreement dated on or about the date of this deed and entered into between the Owner as borrower and the Bank as lender,
- (b) this deed, and
- (c) any other document designated, in writing, as such by the Owner and the Bank

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, gives to the Bank:

- 2.1 a fixed charge over the following property of the Owner, owned now or in the future:
 - 2.1.1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to Land are to any interest in heritable, freehold or leasehold land
 - 2.1.2 all plant and machinery, including any associated warranties and maintenance contracts
 - 2.1.3 all the goodwill of the Owner's business
 - 2.1.4 any uncalled capital
 - 2.1.5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities

A Subsidiary is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.

- 2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights
- 2.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments

- 2 2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank

3. Restrictions

The Owner will not, without the Bank's consent (such consent not to be unreasonably withheld or delayed)

- 3 1 permit or create any mortgage, standard security, charge or lien on the Property
- 3 2 dispose of the Property charged by Clause 2 1
- 3 3 dispose of the Property charged by Clause 2 2, other than in the ordinary course of business
- 3 4 call on, or accept payment of, any uncalled capital
- 3 5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements
- 3 6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting
- 3 7 dispose of, part with or share possession or occupation of any of its Land

4 Property Undertakings

The Owner will

- 4 1 permit the Bank at any time to inspect the Property
- 4 2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost. In default, the Bank may arrange insurance at the Owner's expense
- 4 3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations
- 4 4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property
- 4 5 keep the Property in good condition
- 4 6 not, without the Bank's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations
- 4 7 pay all the money the Owner receives in respect of book and other debts into an account with the Bank. The Bank may specify the relevant account

5 Conversion of Floating Charge to Fixed Charge

- 5 1 The Bank may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Owner will not dispose of the affected Property without the Bank's consent
- 5 2 The floating charge will become a fixed charge if an administrator of the Owner is appointed

6 Investigating Accountants

The Bank may require the Owner to appoint a firm of accountants to review its financial affairs, if

- 6 1 any of the Owner's Obligations are not paid when due
- 6 2 the Bank considers that the Owner has breached any other obligation to the Bank

- 6.3 the Bank considers any information provided by the Owner to be materially inaccurate

Any review required will take place within 7 days of the Bank's request (or longer if the Bank agrees). The firm, and the terms of reference, must be approved by the Bank. The Owner (and not the Bank) will be responsible for the firm's fees and expenses, but the Bank may make payment and the Owner will repay the Bank on demand.

7. Possession and Exercise of Powers

- 7.1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owner will continue in possession until the Bank takes possession.

- 7.2 The Bank may take possession and enforce this deed without further delay if

- 7.2.1 the Bank demands payment of any of the Owner's Obligations

- 7.2.2 the Owner asks the Bank, or the Bank receives notice of intention, to appoint an administrator or an administration application is made

- 7.2.3 a meeting is called or a petition is presented for liquidation of the Owner

- 7.2.4 any security is enforced in respect of any assets of the Owner

- 7.3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made

- 7.4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank

8. Appointment of Receiver or Administrator

The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner. If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.

9. Powers of the Bank and Receivers

- 9.1 The Bank or any receiver may

- 9.1.1 carry on the Owner's business

- 9.1.2 enter, take possession of, and/or generally manage the Property

- 9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land

- 9.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include land or property that is purchased by the Bank or a receiver under this power

- 9.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land

- 9.1.6 complete any transactions by executing any deeds or documents in the name of the Owner.

- 9.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise

- 9.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this

- 9.1.9 call up any uncalled capital with all the powers conferred by the Owner's articles of association

- 9.1.10 employ advisers, consultants, managers, agents, workmen and others

- 9 1 11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies
- 9 1.12 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers
- 9 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations
- 9 3 Joint receivers may exercise their powers jointly or separately
- 9 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9 5 The Bank may exercise any of its powers even if a receiver has been appointed
- 9.6 The Bank may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise the Bank will only exercise those rights as instructed by the Owner
- 9 7 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time
- 9 8 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction in respect of future withdrawals

10. Application of Payments

- 10 1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides
- 10 2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

11. Preservation of Other Security and Rights and Further Assurance

- 11 1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights
- 11 2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed

12. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

13. Consents, Notices and Demands

- 13 1 All consents, notices and demands must be in writing
- 13 2 The Bank may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Bank.

13 4 A notice from the Owner to the Bank will be effective on receipt

14. Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

15. Law

- 15 1 English law applies to this deed and the English courts have exclusive jurisdiction
- 15 2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction

Executed and Delivered as a deed by
the Owner

Director/

Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of

Witness' signature

Witness' name in full

Address

Occupation

Date _____

4 March 06

1	9	0	2		1	4
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You must date the document

Signed for the Bank