



Companies House

MR01(ef)

Registration of a Charge

Company name: **I-COMPLY LIMITED**

Company number: **04316461**

Received for Electronic Filing: **03/10/2013**



Details of Charge

Date of creation: **27/09/2013**

Charge code: **0431 6461 0004**

Persons entitled: **MORGAN LLOYD TRUSTEES LIMITED AS TRUSTEE OF I-COMPLY PENSION SCHEME**
HUGH ANTHONY FREDERICK BARKER AS TRUSTEE OF I-COMPLY PENSION SCHEME

Brief description: **SOFTWARE OF I-COMPLY LIMITED**

Contains fixed charge(s).

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: **SARAH SANDERCOTT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4316461

Charge code: 0431 6461 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2013 and created by I-COMPLY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2013 .

Given at Companies House, Cardiff on 3rd October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

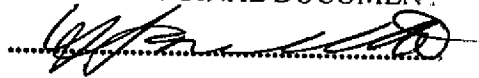
DATED 27th SEPTEMBER 2013

(1) I-Comply Limited

(2) I-Comply Pension Scheme

DEED OF CHARGE FOR SECURED LOAN

CERTIFIED AS A TRUE COPY
OF THE ORIGINAL DOCUMENT

A handwritten signature in black ink, appearing to be 'Morgan Lloyd', is written over a dotted line.

Morgan Lloyd Administration Limited
The Pavillions, Eden Office Park
Ham Green
Bristol BS20 0DD

**DEED OF CHARGE FOR
SECURED LOAN**

This Deed of Charge for a Secured Loan is made the 27th day of September 2013.

Between

- (1) **I-Comply Limited** (registered number [04316461] whose registered office is at 1st Floor Offices, Dragon Bridge House, 253-259 Whitehall Road, Leeds, LE12 6ER (the "Borrower");
- (2) **I-Comply Pension Scheme** (the "Lender") acting through its Trustees;

RECITALS

- A The Trustees of the I-Comply Pension Scheme have agreed to grant a loan of £18,000.00 to I-Comply Limited for the purpose of business funding

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS

- 1.1 In this Deed, unless the context otherwise requires, the following terms shall have the following meanings:

Demand For Payment	A notice in writing from the Lender to the Borrower setting out amounts to be paid to the Lender in accordance with clause 2.2
Goodwill	the goodwill of the Borrower in relation to the Intellectual Property.
Trade Marks	the trade marks and applications set out in the Schedule;
Assets	the assets referred to in the Schedule (including without limitation the Intellectual Property) and all and every interest therein or in the proceeds of sale thereof which the Borrower may charge at law or in equity
Improvements	all improvements, enhancements, adaptations, alterations or modifications [pertinent or relevant] to, or of, [Intellectual Property] which are created, developed, discovered, invented, acquired or otherwise owned by the Borrower during the term of the Security;
Individual Trustees	Hugh Anthony Frederick Barker of 38 Maston Road, Tockwith, York, North Yorkshire, YO26 7PR acting as trustees of the Lender;
Intellectual Property	any and all of the Trade Marks/ Goodwill and including all and any Improvements thereto;
Know-How	any and all industrial and commercial information, knowledge, experience, formulae, data, drawings and designs, specifications, customer and supplier lists, manuals, test reports and procedures,

	research, report manuals, manufacturing and quality control processes (whether registered or not), which are secret, substantial and identified in the Schedule/documents identified by the Lender whether in human or machine readable form and whether stored electronically or otherwise;
Morgan Lloyd	Morgan Lloyd Trustees Limited (company number 04867456) whose registered office is at The Pavilions, Eden Office Park, 69-71 Macrae Road, Ham Green, Bristol, BS20 0DD ("Morgan Lloyd") acting as Trustees of the Lender;
Secured Sums	all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Lender by the Borrower, whether actually or contingently and whether solely or jointly with any other person, and whether as principal or surety and including interest discount commission or other lawful charges and expenses which the Lender may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Borrower's account, and so that interest shall be computed and compounded according to the usual mode of the Lender as well after as before any demand made or judgment obtained hereunder;
Trustees	any and all of the Individual Trustees and Morgan Lloyd.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect the construction thereof.
- 1.3 Words and expressions the definition of which are contained or referred to in the Companies Act 1985 shall be construed as having the meanings hereby attributed to them.
- 1.4 References to any statute or statutory provision shall be construed as references to that statute or provision as respectively amended extended consolidated or re-enacted (whether before or after the date hereof and whether with or without modification) from time to time and shall include any orders regulations instruments or other subordinate legislation made under the relevant statute.
- 1.5 Except where the context otherwise required words denoting the singular include the plural and vice versa words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.
- 1.6 Reference to documents includes notices, certificates and statements.
- 1.7 Clause headings are for ease of reference only and do not affect the construction of this Agreement.

2 COVENANT TO PAY

- 2.1 The Borrower hereby covenants with the Lender that it will, as and when the Secured Sums or any part of them become due for payment, or on receipt of a Demand For Payment, pay or discharge to the Lender the Secured Sums or, as the case may be, the part of them due to be paid to the Lender.
- 2.2 A Demand For Payment (given in accordance with clause 6) or any other demand or notice under this Deed may be made or given by or on behalf of the Lender (whether or not acting by its Trustees) by letter addressed to the Borrower and sent by post to or left at the registered office of the Borrower or its last known place of business and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.
- 2.3 Upon receipt of a Demand For Payment, the Borrower must pay such sums requested by the Lender within the time limit specified in the Demand For Payment.

3 CHARGE

- 3.1 As security ("Security") for the payment or discharge of the whole of the Secured Sums, the Borrower hereby charges the Assets to the Lender.
- 3.2 The Security shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security whether by way of mortgage equitable charge or otherwise howsoever which the Lender may now or at any time hereafter hold on any of the assets of the Borrower or any part thereof for or in respect of the Secured Sums or any of them or any part thereof respectively.

4 COVENANTS

The Borrower hereby covenants with the Lender that during the continuance of the Security the Borrower will:

- 4.1 at its own cost give all assistance to the Lender, and take all steps which the Lender may deem necessary, to maintain registrations for the Intellectual Property (if granted) and to obtain the grant of any applications for registration of the Intellectual Property (if applications) and permit any person appointed by the Lender at all reasonable times to inspect and copy any and all documents evidencing compliance with this covenant;
- 4.2 pay all fees, charges, taxes, impositions and outgoings of whatever nature that may be imposed upon or payable in respect of the Assets as and when they become payable and on demand must produce receipts for such payments;

- 4.3 ensure that the highest standard of quality and workmanship are applied to any exploitation of the Intellectual Property [including, without limitation, use of only the best quality materials] and compliance with all reasonable directions and specifications given by the Lender;
- 4.4 not act as agent of the Lender and specifically not give any indication that it is acting otherwise than as principal in exploiting the Intellectual Property nor make any representation or give any warranty on behalf of the Pension Scheme;
- 4.5 permit or procure permission for the Lender (or its agent or representative) at all reasonable times to enter any place where the Borrower [and any of its sub-licensees] exploits the Intellectual Property for the purpose of inspecting the methods of exploitation/manufacture.
- 4.6 ensure that all products manufactured by or on behalf of the Borrower and which embody the Intellectual Property shall be marked with the relevant patent/ trade mark/ design number / copyright notice;
- 4.7 ensure that use by it or on its behalf of the Intellectual Property complies at all times with all applicable laws, regulations and industry requirements and standards in force within any relevant territory.
- 4.8 not use the Trade Marks in combination with any other mark, name, word, device, symbol or logo, without the prior written consent of the Lender;
- 4.9 not use the Trade Marks in a manner which could, in the Lender's reasonable opinion, result in any of them becoming generic or in the Lender's rights in them becoming diluted;
- 4.10 not use, register or attempt to register any trade marks, company, business or trading names or domain names which are identical or similar to (or which incorporate) any of the Trade Marks, any aspect of them, or any other trade marks or trade names of the Lender, without the prior written consent of the Lender;
- 4.11 not do anything which could, in the Lender's reasonable opinion, bring the Intellectual Property or the Lender or the Borrower into disrepute or which could otherwise damage the Goodwill attaching to the Intellectual Property or any other trade marks or trade names of the Lender;
- 4.12 not use any of the Intellectual Property in a manner which could prejudice or invalidate a registration or application for registration of any Intellectual Property;
- 4.13 for a period of [5] years from the date of this Deed or for so long as any part of the Know-How remains secret, substantial and identified (whichever is the shorter), keep the Know-How confidential and not use the Know-How for any purpose except as expressly permitted by the Lender. This clause shall not apply to information which shall after the date of this Deed

become published or otherwise generally available to the public except in breach of any obligation of confidence. This clause shall not apply to Know-How which is required to be licensed by the Borrower to its customers in so far as such disclosure is in accordance with standard industry practices;

- 4.14 keep the Assets free from liens distress execution or other legal process;
- 4.15 if either party shall at any time devise, discover or acquire rights in (or file an application for) an Improvement, such Improvement shall be deemed to be part of the Intellectual Property and that party shall immediately notify the other (giving all relevant details of the Improvement) and both parties shall do all such things and sign all such documents as may be necessary to ensure that such Improvement is covered, as part of the Intellectual Property, by this Deed;
- 4.16 take whatever steps the Lender may reasonably require in connection with the perfecting or enforcing of the security created by or under this Deed;
- 4.17 promptly on demand supply the Lender with any information in connection with the Assets which the Lender may reasonably require;
- 4.18 ensure that its officers, employees and representatives comply with the covenants set out in this clause 4 as if they were parties to this Deed;

5 INDEMNITY AND INFRINGEMENT

- 5.1 The Borrower shall indemnify the Lender against each loss, liability and cost (including reasonable legal expenses) which the Lender may suffer or incur as a result of or in connection with any claim against the Lender which results from a breach by the Borrower of its obligations under this Deed or which arise in any way out of the possession or use of the Assets by the Borrower;
- 5.2 The Borrower shall immediately notify the Lender in writing of any of the following matters which comes to its attention (giving full particulars):
 - 5.2.1 any actual, suspected or threatened infringement, misappropriation or misuse of the Intellectual Property;
 - 5.2.2 any allegation or complaint made by any third party that any of the Intellectual Property is invalid, or that use of any of the Intellectual Property infringes any third party rights;
 - 5.2.3 any other form of attack or claim to which any of the Intellectual Property may be subject; or

5.2.4 an application is made for a compulsory licence under any intellectual Property.

5.3 The Borrower shall not make any admissions in respect of any of the matters set out in clause 5.2 other than to the Lender and shall, in each case, provide the Lender with all relevant information in its possession.

5.4 The Lender shall decide in its absolute discretion whether or not to take action, and what action to take, in respect of any of the matters in clause 5.2 and shall have exclusive control over any resulting claims, actions and proceedings.

5.5 The Borrower shall, at its own cost, provide all assistance and take all such action which the Lender requires (including bringing proceedings or lending its name to any proceedings brought by the Lender) in connection with any of the matters in clause 5.2. Any award of costs or damages or other compensation payment recovered in connection with any of those matters shall be for the account of the Lender.

5.6 The Lender gives no warranty that use of the Intellectual Property will not result in the infringement of valid intellectual property rights of third parties.

6 DEMAND FOR REPAYMENT

6.1. At any time after the Lender shall have made a Demand For Payment in respect of the whole or any part of the Secured Sums in accordance with clause 2.2, the Lender may:

6.1.1 sell or otherwise dispose of all or any part of the Assets in such manner and generally on such terms and conditions as the Lender shall think fit;

6.1.2 make any arrangement or compromise in respect of the Assets as the Lender shall think fit

6.2 do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Lender may lawfully do

6.3 At any time after the Lender shall have made a Demand For Payment in respect of the whole or any part of the Secured Sums, the Borrower shall do all such things and sign all such documents as the Lender may deem necessary in order to give effect to any of the matters set out in clause 6.1

6.4 The Lender shall not serve on the Borrower a Demand For Payment in respect of the whole or any part of the Secured Sums until and unless;

6.4.1 The Borrower is in default of any obligation to pay to the Lender the Sums Secured (together with any interest thereon) whether in whole or by instalments and such default continues for at least three months; or

6.4.2 the Borrower is in breach of any of the terms of this Deed, other than and besides its covenant for payment of the Sums Secured together with interest thereon.

7 MISCELLANEOUS

7.1 The Borrower hereby irrevocably appoints the Lender as the attorney of the Borrower for the Borrower and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes set out in this Deed.

7.2 Any moneys received by the Lender from the Borrower in connection with this Deed shall, subject to the payment of any claims having priority to this Deed, be paid or applied in the following order priority:

7.2.1 in satisfaction of all costs and expenses properly incurred and payments made by the Lender

7.2.2 in or towards satisfaction of the moneys outstanding and secured by this Deed;

7.2.3 as to the surplus (if any) to the person or persons entitled thereto

7.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to the Security.

7.4 The power of sale conferred on mortgages by Section 103 of the Law of Property Act 1925 shall apply to the Security but without the restrictions contained in the said Act as to the giving of notice or otherwise so that the power of sale by the Lender shall be exercisable at any time after the execution of this security provided that the Lender shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect any person dealing with the Lender or put him upon enquiry whether such demand has been made.

7.5 All costs charges and expenses incurred hereunder by the Lender and all other moneys paid by the Lender in perfecting or otherwise in connection with the Security or in respect of the Assets including (without prejudice to the generality of the foregoing) costs of the Lender of all proceedings for the enforcement of the Security or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by clause 5 (and so that any taxation of the Lender's costs charges and/or expenses shall be on a full indemnity basis) shall be deemed to be part of the Secured Sums and shall be recoverable from the Borrower as a debt and may be debited to any account of the Borrower and shall bear interest accordingly and shall be charged on the Assets comprised herein and the Security shall be in addition and without prejudice to any and every other remedy lien or security which the Lender may have (or but for the Security would have) for the Secured Sums .

7.6 During the continuance of this Security no power or hiring granting or agreeing to grant leases of the Assets or any part thereof shall be capable of being exercised by the Borrower without the previous consent in writing of the Lender.

7.7 Each of the Trustees has executed this Deed as a Trustee of the Lender.

8. THIRD PARTY RIGHTS

8.1 A person who is not a party to this Deed shall not have any rights under or in connection with it.

9. VARIATION

9.1 No variation of this Deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10 WAIVER

10.1 No failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy

11. WHOLE AGREEMENT CLAUSE

11.1 This Deed constitutes the whole agreement between the parties, and supersedes all previous agreements between the parties, relating to its subject matter.

11.2 Each party acknowledges that, in entering into this Deed, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Deed.

11.3 Nothing in this clause shall limit or exclude any liability for fraud.

12. GOVERNING LAW AND JURISDICTION

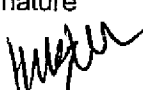
12.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter.


In Witness whereof the parties have executed this Deed as a deed the day and year first above written

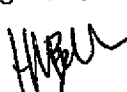
Signed as a deed by **I-Comply Limited**
acting by a director and its secretary
or two directors


Alan Crook


Signature		Director
Signature		
[Secretary][Director]		

Signed as a deed by **Trustees of the I-Comply Pension Scheme**
Acting through its Member Trustees and Independent Trustees
Member Trustees




Alan Crook

Signature		Trustee
-----------	---	---------

ION CONSULTING LTD
THE PAVILIONS
EDEN PARK
HAM GREEN
BRISTOL
Witness By
BS20 0DD

Signature	
Name	<u>Alan Crook</u>
Address	<u>ION CONSULTING LTD</u> <u>THE PAVILIONS</u> <u>EDEN PARK</u> <u>HAM GREEN</u> <u>BRISTOL</u> <u>BS20 0DD</u>

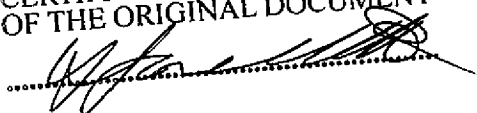
Morgan Lloyd Trustees Limited
acting by a director and its secretary
or two directors

Signature		Director
Signature		[Secretary][Director]

13/806

The address of the Lender for service is:
Trustees of the I-Comply Pension Scheme
Morgan Lloyd Trustees Ltd
The Pavilions
Eden Park
Ham Green
Bristol BS20 0DD

CERTIFIED AS A TRUE COPY
OF THE ORIGINAL DOCUMENT



Morgan Lloyd Administration Limited
The Pavillions, Eden Office Park
Ham Green
Bristol BS20 0DD

Schedule
(The Assets)

Software of i-Comply Limited