



Registration of a Charge

Company name: **BLUEBRAY DEVELOPMENTS LIMITED**

Company number: **04644406**



X3FS7G00

Received for Electronic Filing: **05/09/2014**

Details of Charge

Date of creation: **04/09/2014**

Charge code: **0464 4406 0018**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

BARCLAYS BANK PLC



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4644406

Charge code: 0464 4406 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2014 and created by BLUEBRAY DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th September 2014 .

Given at Companies House, Cardiff on 8th September 2014

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

Floating Charge

by a company – own liabilities

The company/LLP executing this Floating Charge understands that this document (including any attachments) will be available for inspection by any person upon application to Companies House

This floating charge is made on 14 September 200... by you:

2014

BLUEBRAY DEVELOPMENTS LIMITED

Registered Number: 04644406

in favour of us Barclays Bank PLC as security for your liabilities to us.

By executing this floating charge you enter into the agreements and covenants and create the charges set out in this document.

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1. Definitions

In this floating charge, unless the context otherwise requires:

'Assets' means all your undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Receiver' means every person we appoint as a receiver and manager under clause 5, including any substituted receiver and manager;

'Secured Sums' means all money and liabilities covenanted to be paid or discharged by you to us under clause 2;

'we', 'our', and 'us' refer to Barclays Bank PLC and any transferee or successor whether immediate or derivative;

'you' and 'your' refer to the company shown as 'you' on the front page of this floating charge.

Any reference to any statute or any section of any statute is deemed to include reference to any statutory modification or re-enactment of it for the time being in force.

2. Your covenant to pay

You covenant to pay or discharge to us on our demand in writing:

- 2.1 all money and liabilities now or in the future due, owing or incurred (before or after that demand) by you to us in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by you alone or by you jointly with any other person; and whether you are a principal or a surety; and includes any liability (secured or unsecured) of yours to a third party which subsequently becomes payable to us by assignment or otherwise; and
- 2.2 all interest, commission, fees, charges, costs and expenses which we may charge to you in the course of our business or incur in respect of you or your affairs. The interest will be calculated and compounded in accordance with our usual practice, before and also after any demand or judgment.

3. The charge you create

- 3.1 By executing this document you charge to us by way of floating charge all your Assets with the payment or discharge of all Secured Sums
- 3.2 Any mortgage, fixed charge or other fixed security you create in our favour will have priority over the floating charge created by clause 3.1 unless we state otherwise on or after its creation.
- 3.3 Fixed charges contained in any debentures, mortgages or other security which you create in favour of others before crystallisation of this floating charge shall rank in priority to it.
- 3.4 Any floating charges which you create in favour of others shall be expressed to be subject to this floating charge and shall rank in order of priority behind it.

4. Continuing security

This floating charge will remain a continuing security in our favour, regardless of any settlement of account or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which we may have now or in the future in respect of any Asset for the payment of any Secured Sums.

5. Appointment of a Receiver or an administrator

- 5.1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this floating charge. At any time after we have demanded payment of any of the Secured Sums, or any step or proceeding has been taken for the appointment of an administrator, liquidator or provisional liquidator, or with a view to seeking a moratorium or a voluntary arrangement, in respect of you, or if requested by you, we may appoint by writing, insofar as permitted by law, any person or persons to be a receiver and manager of all or any of the Assets or an administrator or administrators; and this floating charge shall in any of such events become immediately enforceable.
- 5.2 Where we appoint more than one person as Receiver or administrator, they shall have power to act separately unless we specify to the contrary in the appointment.
- 5.3 We may from time to time determine the remuneration of the Receiver.
- 5.4 Once a Receiver is appointed, we will not be precluded from making any subsequent appointment of a Receiver over any Assets, whether or not any Receiver previously appointed continues to act.
- 5.5 The Receiver will be your agent and you will be solely liable for his acts, defaults and remuneration unless you go into liquidation, after which he shall act as principal and not become our agent.
- 5.6 The Receiver will be entitled to exercise all the powers set out in Schedules 1 and 2 to the Insolvency Act 1986. In addition, but without limiting these powers (and without prejudice to our own powers), the Receiver will have power with or without the concurrence of others:
- a) to sell, let, lease or grant licences of, or vary the terms or terminate or accept surrenders of leases, tenancies or licences of all or any of the Assets or grant options over them on any terms the Receiver thinks fit in his absolute discretion; and any sale or disposition may be for cash, payable in a lump sum or by instalments, or other valuable consideration;
 - b) to sever any fixtures from the property to which they are attached and/or sell them separately;
 - c) to promote a company to purchase all or any Assets or any interest in them;
 - d) to make and effect all repairs, renewals and improvements to the Assets and effect, renew or increase insurances on the terms and against the risks that he thinks fit;
 - e) to exercise all voting and other rights attaching to your stocks, shares, securities and other investments;
 - f) to redeem any prior encumbrance and settle and pass the accounts of the encumbrancer so that all accounts so settled and passed will (except for any manifest error) be conclusive and binding on you and the money so paid will be deemed to be an expense properly incurred by the Receiver;
 - g) to pay our proper charges for time spent by our employees and agents in dealing with matters raised by the Receiver or relating to the receivership;
 - h) to do all other acts and things which he may consider incidental or conducive to any of the above matters or powers or to the preservation, improvement or realisation of the Assets.
- 5.7 All powers of a Receiver under this floating charge may be exercised by us to the full extent permitted by law after it has become enforceable, whether as your attorney or otherwise, and whether or not a Receiver or administrator has been appointed.
- 5.8 Neither we nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by us or him.
- 5.9 Subject to section 45 of the Insolvency Act 1986, we may at any time remove a Receiver from all or any of the Assets of which he is the Receiver.

6. Power of attorney

You, by way of security, irrevocably appoint us (whether or not a Receiver or administrator has been appointed) and any Receiver separately as your attorney (with full power to appoint substitutes and to delegate) with power in your name or on your behalf and as your act and deed or otherwise:

- to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- to perform any act;

which may be required of you or may be deemed by the attorney necessary or desirable for any purpose of this floating charge; or to convey or transfer legal ownership of any Assets.

7. Costs, charges and liabilities

- 7.1 You will be responsible for all costs, charges and liabilities (including all professional fees and disbursements and Value Added Tax and/or any similar tax) and all other sums paid or incurred by us and/or any Receiver under or in connection with this floating charge or your affairs. We may recover them from you (on a full indemnity basis) as a debt payable on demand and debit them without notice to any of your accounts. They will attract interest and be charged on the Assets.
- 7.2 The costs which may be recovered from you by us and/or any Receiver under this floating charge include without limitation:
- a) all costs incurred by us in preparing and administering this floating charge;
 - b) all costs (whether or not allowable on a taxation by the Court) of all proceedings to enforce this floating charge or to recover or attempt to recover the Secured Sums;
 - c) all money spent and all costs arising out of the exercise of any power, right or discretion conferred by this floating charge;
 - d) all costs and losses arising from any default by you in the payment when due of any of the Secured Sums or the performance of your obligations under this floating charge; and
 - e) all our charges based on time spent by our employees and agents in connection with your affairs.

8. Transfer and disclosure

- 8.1 We may at any time transfer all or any part of our rights under this floating charge, and the Secured Sums to any person or otherwise grant an interest in them to any person.
- 8.2 We may also at any time disclose any information about you, this floating charge and the Secured Sums to:
- any of our associated companies;
 - any prospective or actual transferee or grantee referred to in clause 8.1; and
 - any other person considered by us to be concerned in the relevant or prospective transaction.

9. Set-off

We may retain any money standing to your credit with us (in any currency, in any country and whether or not in your name) as cover for the Secured Sums. We may apply all or any of that money in satisfaction of all or part of the Secured Sums as we may select (whether presently payable or not). We may also use that money to purchase any other currency required for this purpose.

10. Service of demands and notices

- 10.1 A demand or notice under this floating charge may be given by any of our managers or officers in writing addressed to you and served at any of the following:


- your registered office;
- any of your existing places of business;
- your last known place of business.

Alternatively, a demand or notice may be delivered by facsimile transmission to the facsimile number last known to us or by e-mail to the e-mail address last known to us or by any other form of electronic communication which may be available.

10.2 A notice or demand shall be deemed to have been served on you:

- at noon on the day after the day of posting, if sent by post, even if it is misdelivered or returned undelivered;
- at the time of transmission, if given or made by facsimile, e-mail or other electronic communication.

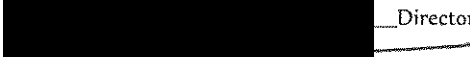
This floating charge is executed by you as a deed and it will take effect on the date shown on the front page.


Executed as a deed by IN BLUEBRAY DEVELOPMENTS LIMITED

 Director

Witness

(if sole signatory only)

 Director/Secretary

Company's Registered Number 04644406

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**
Pursuant to Section 401(2) of the Companies Act 1985

COMPANY NO.

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY
CERTIFIES THAT A FLOATING CHARGE DATED THE
..... 200 ..AND CREATED BY

.....
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER
WAS REGISTERED PURSUANT TO CHAPTER I PART XII OF THE COMPANIES
ACT 1985 ON THE 200..

GIVEN AT COMPANIES HOUSE, CARDIFF THE
..... 200..

for the Registrar of Companies

N.B. *The above copy of the Registrar's Certificate must be completed and
the Certificate itself attached to this
floating charge*

This Release made this day of between
(1) Barclays Bank PLC ('the Bank') and (2) the company named in the attached
floating charge witnesses that the Bank releases from the charge created by
the attached floating charge all the Assets comprised in it.

Executed by Barclays Bank PLC the day and year first above written.

Signed as a deed by)
.....)
as attorney of)
Barclays Bank PLC)
in the presence of:)
.....)
.....)