

254191/13.

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



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

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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. **Do not send the original**

THURSDAY



\*A3D9QVV7\*

A23

31/07/2014

#147

COMPANIES HOUSE

### 1 Company details

Company number 0 6 0 0 6 3 6 3

Company name in full FULCRUM INFRASTRUCTURE SERVICES LIMITED

4 ☐ ☐ ☐ 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 <sup>d</sup>2 <sup>d</sup>8 <sup>m</sup>0 <sup>m</sup>7 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>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 McNicholas Construction Services Limited (Company No 01510892)

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

# MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
	Brief description	None	
<b>5</b>	<b>Other charge or fixed security</b>	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
<b>7</b>	<b>Negative Pledge</b>	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
<b>8</b>	<b>Trustee statement ①</b>	<p>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</p> <p><input type="checkbox"/></p>	<p>① This statement may be filed after the registration of the charge (use form MR06)</p>
<b>9</b>	<b>Signature</b>	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Weylhamer Ltd</i> X</p> <p>This form must be signed by a person with an interest in the charge</p>	

**MR01****Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **PATRICIA GRINYER**

Company name  
**WEIGHTMANS LLP**

Address  
**100 OLD HALL STREET**

Post town  
**LIVERPOOL**

County/Region

Postcode  
**L 3 9 Q J**

Country  
**MERSEYSIDE**

DX  
**DX 718100 LIVERPOOL 16**

Telephone  
**0845 073 9900 - PXG/715303 2**

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6006363

Charge code: 0600 6363 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2014 and created by FULCRUM INFRASTRUCTURE SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st July 2014.

DY

Given at Companies House, Cardiff on 7th August 2014



**Companies House**



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

28 July  
Dated 2014

I CERTIFY THIS TO BE  
A TRUE COPY OF THE ORIGINAL

*Weightmans LLP*

FLOATING CHARGE  
WEIGHTMANS LLP  
100 OLD HALL STREET  
LIVERPOOL L3 9QJ

between

FULCRUM INFRASTRUCTURE SERVICES LIMITED

and

McNICHOLAS CONSTRUCTION SERVICES LIMITED

**Weightmans**

Pall Mall Court  
61-67 King Street  
Manchester  
M2 4PD

This Debenture is made as a Deed on 28 July 2014

## Between

- (1) **Fulcrum Infrastructure Services Limited** registered in England and Wales with company number 06006363, having its registered office at 6 St Andrew Street, London EC4A 3AE ("Fulcrum"), and
- (2) **McNicholas Construction Services Limited** registered in England and Wales with company number 01510892, having its registered office at Lismarine Industrial Park, Elstree Road, Elstree, Hertfordshire WD6 3EA ("McNicholas").

It is agreed

## 1 Definitions and Interpretation

### 1.1 In this Deed

"Charged Assets" means all the undertaking, property, rights and assets of Fulcrum including any part thereof and any interest therein,

"Default" means any Event of Default or any event or circumstance which with the giving of notice or lapse of time would result in an Event of Default,

"Encumbrance" means any mortgage, pledge, lien, charge, assignment for the purpose of providing security, hypothecation, security interest or trust arrangement or other arrangement having the effect of providing security (including, without limitation, retention of title rights, and the deposit of monies or property with a person with the primary intention of affording such person a right of set off or lien),

"Event of Default" means any event which entitles McNicholas to demand early payment or repayment of Secured Liabilities and including, without limitation, the following

- (a) Fulcrum fails to pay any amount payable in respect of the Secured Liabilities, when the same shall fall due for payment (allowing for any applicable grace period (and in addition a remediation period of 10 days thereafter Save where this is a result of a technical or administrative error and such error is remedied within 10 business days),
- (b) save as referred to in paragraph (a) above, Fulcrum fails to comply with any provision of this Deed and, where such breach is capable of remedy, such failure is not remedied to the satisfaction of McNicholas within five business days of McNicholas giving notice to Fulcrum requiring it to remedy the same,
- (c) any representation or warranty made or deemed repeated by Fulcrum in this Deed or in any Finance Document is or proves to have been incorrect in any respect when made or deemed repeated,
- (d) any borrowings of Fulcrum are declared to be, or otherwise become, due and payable prior to their stated maturity or are placed on demand, in either case as a result of an event of default or any event having similar effect,
- (e) any corporate action, legal proceedings or other step is taken in relation to:
  - (i) the suspension of payments, a moratorium on any indebtedness, winding up,

dissolution, administration or reorganisation of Fulcrum (other than for the purpose of a solvent liquidation or reconstruction on terms previously approved by McNicholas in writing),

- (ii) a composition, assignment or arrangement with any creditor of Fulcrum,
- (iii) the appointment of a liquidator (other than for the purpose of a solvent liquidation on terms previously approved by McNicholas in writing), receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of Fulcrum,
- (iv) the enforcement of any Encumbrance over any assets of Fulcrum,

or any analogous step is taken in any jurisdiction,

- (f) any expropriation, distress, execution, attachment or other legal process (or analogous process in any jurisdiction) affects the whole or a material part of the assets of Fulcrum and is not discharged within 14 days,
- (g) Fulcrum ceases to carry on all or a substantial part of its business (other than for the purpose of a solvent liquidation or reconstruction on terms previously approved by McNicholas in writing),
- (h) any event occurs which in the opinion of McNicholas (acting reasonably and in good faith) has a material adverse effect on the ability of Fulcrum to comply with its obligations hereunder,

**"Intercreditor Arrangement"** means any agreement in writing to which McNicholas and one or more other creditors of Fulcrum are a party, and which governs the respective rights of McNicholas and such other creditor(s) to recover sums owing to them by Fulcrum and/or the proceeds of any disposal of any of Fulcrum's assets secured by this Deed,

**"Insolvency Act"** means the Insolvency Act 1986 (as amended),

**"Receiver"** means each and every person or persons appointed hereunder as a receiver and/or manager or receivers and/or managers,

**"Secured Liabilities"** means all and any moneys, obligations and liabilities now or in the future due owing or incurred by Fulcrum to McNicholas in whatever currency denominated,

12 In this Deed.

- (a) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts,
- (b) references herein to all or any documents shall be construed as references to those documents as the same may have been or may be from time to time amended, extended, supplemented or novated, as the case may be, as permitted by this Deed,
- (c) headings shall be ignored for the purposes of interpretation,

- (d) a reference to a Default or to an Event of Default which is "continuing", shall be a reference to a Default or, as appropriate, an Event of Default which has not been remedied to the satisfaction of McNicholas and/or which has not been waived by McNicholas in writing

## **2 Covenant to pay**

Fulcrum covenants with McNicholas that it will on demand pay to McNicholas and discharge all Secured Liabilities when the same shall be or become due in accordance with their terms (allowing for any applicable grace period (and in addition a remediation period of 10 days thereafter and a further 10 days grace where non payment is a result of a technical or administrative error and such error is remedied within 10 business days)

## **3 Charging clause**

Fulcrum hereby charges in favour of McNicholas with as a continuing security for the payment of all Secured Liabilities hereby covenanted to be paid or otherwise hereby secured by way of floating charge, its Charged Assets both present and future (and paragraph 14 of Schedule B1 of the Insolvency Act applies to the floating charge so created)

Fulcrum hereby covenants that it will not without the prior consent in writing of McNicholas create or attempt to create or permit to subsist any Encumbrance (other than an Encumbrance in force as at the date of this Deed) to arise on or affect the Charged Assets or any part thereof

## **4 Powers of McNicholas**

At any time after McNicholas shall have demanded payment of any money or the discharge of any obligation or liability hereby secured or if requested by Fulcrum (other than where such payment is disputed, in good faith, by Fulcrum) McNicholas may exercise upon five business days notice and whether or not it shall have appointed a Receiver all the powers conferred on mortgagees by statute or common law as hereby varied or extended and all the powers and discretions hereby conferred either expressly or by reference on an administrator or Receiver appointed hereunder

No purchaser or other person (dealing with McNicholas or any administrator or Receiver) shall be bound or concerned to see or enquire whether the right of McNicholas or any administrator or Receiver appointed by it to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers

## **5 Insolvency**

Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created under this Deed. Accordingly, at any time after McNicholas shall have demanded payment of any money or discharge of any obligation or liability hereby secured or if requested by Fulcrum, McNicholas may appoint an administrator of Fulcrum under the Insolvency Act

## **6 Indemnity**

Fulcrum shall on demand indemnify both McNicholas and any such Receiver (on a full indemnity basis) against all losses actions claims expenses demands or liabilities whether in contract tort or otherwise now or hereafter incurred by it or him or by any manager agent officer or employee for whose liability act or omission it or he may be answerable for anything



done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by Fulcrum of any of its covenants or other obligations to McNicholas, unless such liabilities, claims and expenses are caused by McNicholas' fraud, gross negligence or wilful misconduct and provided that such indemnity shall only extend to situations where McNicholas has

- (i) acted reasonably and taken all steps to mitigate its losses,
- (ii) consulted with Fulcrum prior to taking any action and has given Fulcrum a reasonable opportunity to remedy the matter, and
- (iii) not itself (or through a third party) contributed in any way to the matter which gives rise to such liability

## **7 Duration**

Notwithstanding any other provision in this Deed, this Deed shall be irrevocably and unconditionally released on 31 March 2015

## **8 Warranties**

### **8.1 Fulcrum warrants that**

- (a) It has good and marketable title to the Charged Assets and has full power and authority to grant to McNicholas the security interest in the Charged Assets pursuant to this Deed and to execute deliver and perform its obligations thereunder without the consent or approval of any other person other than any consent or approval set out in the Intercreditor Arrangement,
- (b) the Charged Assets are legally and beneficially owned by it free and clear of any third party rights and claims other than as created by this Deed

## **9 Miscellaneous**

9.1 No failure or delay by McNicholas in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy

9.2 Each of the provisions of this Deed are severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby

9.3 Any demand, notice or other communication made under this Deed shall unless otherwise stated be in writing (by way of personal delivery, first class post, recorded delivery, commercial courier, airmail requiring signature on delivery or facsimile transmission) and shall be given to the other party

- (a) in the case of Fulcrum, at its address stated above or, if different, its registered office address for the time being,
- (b) in the case of McNicholas, at its address stated above or to such other address as it shall have notified Fulcrum from time to time, and

- (c) in the case of facsimile transmission, to the number set out adjacent to the signing clause of the recipient below (or to such other number as the recipient shall have notified the other party from time to time)

9.4 Any notice or other communication shall be deemed to have been served.

- (a) in the case of a letter delivered personally, at the time of delivery,
- (b) if sent by pre-paid first class post or recorded delivery, 9.00am two business days from the date of posting,
- (c) if delivered by commercial courier, on the date and at the time of signature of the courier's delivery receipt,
- (d) if sent by registered airmail, 9.00am five business days from the date of posting, and
- (e) in the case of a facsimile transmission, when despatched.

9.5 For the purposes of this clause 9

- (a) all times are to be read as local time in the place of deemed receipt, and
- (b) if deemed receipt under this clause 15 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on any business day), the notice or other communication is deemed to have been received when business next starts in the place of receipt

9.6 To prove service it is sufficient to prove that, if sent by post, the envelope containing the notice or other communication was properly addressed and posted

9.7 Any notice or demand or any certificate as to the amount at any time secured hereby shall, in the absence of manifest error be conclusive and binding upon Fulcrum if signed by an officer of McNicholas.

9.8 McNicholas shall have the right to assign the whole or any part of the benefit to it of this Deed and shall be entitled to impart any information concerning Fulcrum to any successor or assignee or proposed successor or assignee

## 10 Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate counterparts each of which when executed and delivered shall constitute an original but all the counterparts together constitute one and the same instrument

## 11 Third party rights

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act

## 13 Intercreditor Arrangements

This Deed is governed by and the provisions of this Deed are to be read and construed subject to the terms of any Intercreditor Arrangement or similar document to which McNicholas and any prior chargee may at any time be party. In the event of conflict between the terms of this Deed and the terms of such Intercreditor Arrangement or similar document, the terms of such

Intercreditor Arrangement or similar document shall prevail.

#### **14 Governing law**

This Deed and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law

#### **15 Jurisdiction**

15.1 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 Deed) (a "Dispute")

15.2 The parties to this Deed 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

IN WITNESS whereof this Deed has been executed as a deed and is intended to be and is delivered on the day and year first above written

Executed as a Deed (but not delivered until the date of this Deed) by  
FULCRUM INFRASTRUCTURE SERVICES LIMITED  
acting by its duly authorised directors or by a  
director and the company secretary or by a  
director in the presence of a witness

)  
 )  
 )  
 )

10/10/2010  
 Director  
 Director/Secretary/Witness

### Attention

Executed as a Deed (but not delivered until the date of this Deed) by  
**McNICHOLAS CONSTRUCTION SERVICES LIMITED**  
 acting by its duly authorised directors or by a director and the company secretary or by a director in the presence of a witness

) )  
)  
)  
)

### Attention