

MR01

Particulars of a charge



533407/13

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

☒ **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

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. The copy must be
scanned and placed on the public record



A59PB8JE

A22

22/06/2016

#144

COMPANIES HOUSE

FOR OFFICIAL USE

WEDNESDAY

1 Company details

Company number 9 2 8 7 1 1 4

Company name in full Bowdon Capital Limited ✓

→ Filling 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 6 0 6 2 0 1 6 ✓

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 Citibank N A , London Branch ✓

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

N/A

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 ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Michael Kyprianou
Assistant Vice President
Citi Private Bank

X

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 **Michael Kyprianou**

Company name **Critibank**

Address **25 Canada Square**

Post town **Canary Wharf**

County/Region **London**

Postcode **E 1 4 5 L B**

Country **UNITED KINGDOM**

DX

Telephone **+44 207 508 8882**



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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9287114

Charge code: 0928 7114 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th June 2016 and created by BOWDON CAPITAL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd June 2016.

Given at Companies House, Cardiff on 27th June 2016



Companies House



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

Private Bank



IN WITNESS WHEREOF THIS COLLATERAL AGREEMENT IS SIGNED OR EXECUTED AND DELIVERED AS A DEED BY OR ON BEHALF OF

Bowdon Capital Limited being (where the Chargor is not an individual) a corporation trust,
(insert Chargor name)

partnership or other organisation existing under the laws of United Kingdom
(insert country of incorporation establishment or organisation)

ON 06-06-2016
(insert date)

BY [Signature]
1 X
Signature

Robert Rowland
Print full name

Director
Title (director secretary partner or other officer)

3
X
Signature

Print full name

Title (director, secretary partner or other officer)

2
X
Signature

Print full name

Title (director secretary partner or other officer)

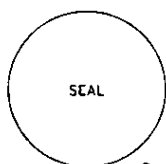
4
X
Signature

Print full name

Title (director, secretary partner or other officer)

Seal of the Organisation

If the organisation has a seal or stamp please affix here



Certified true copy
of original
Michael Kyprianou
Assistant Vice President
Citi Private Bank

X THIS DEED WAS SIGNED IN THE PRESENCE OF

(Not required for companies when a seal has been affixed in the presence of two officers signing above)

Signature [Signature]

Name of Witness A J PGRIHAM

Address 464 Redcliffe Gardens
London SW10 9TB

Citibank N A, London Branch (registered branch number BR001018), Citigroup Centre Canada Square Canary Wharf London E14 5LB, is authorised and regulated by the Office of the Comptroller of the Currency (USA) and authorised by the Prudential Regulation Authority Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request The contact number for Citibank N A London Branch is +44 (0)20 7508 8000

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Base#	Doc Type	Date	Orig	Copy	Fax	Comments
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Collateral Agreement

(for corporations, trusts, partnerships and other organisations)

- 1 The undersigned (the **Chargor**) hereby agrees to be bound by the terms and conditions of the Collateral Agreement constituted by the Banking & Investment Services Terms of Citibank, N.A., London Branch (**Citibank**) (including but without limitation the Credit Services section thereof) (as amended from time to time) (the **BIST**) which forms part of and is incorporated into this Agreement. Terms defined in the BIST have, unless expressly defined in this Agreement, the same meanings when used in this Agreement. References in this Agreement to sections or sub-sections refer to sections or sub-sections of the BIST unless otherwise specified.

The Chargor understands that in the case of a corporation it may be necessary to deliver this Agreement and the BIST to the UK Registrar of Companies pursuant to the UK Companies Act 2006 (as amended or re-enacted from time to time) and any equivalent Registrar of Companies in the Chargor's jurisdiction of incorporation and the Chargor agrees that this Agreement and the BIST may be sent to such Registrars of Companies so that the relevant particulars may be entered in the Register of Charges of the Chargor, which is open to public inspection, and the Chargor hereby waives any rights which it may at any time have against Citibank in respect of any duty of confidentiality owed to the Chargor by Citibank with respect to any confidential information contained in this Agreement and/or the BIST which is so disclosed.

- 2 With effect from the date of this Agreement and for the purposes of this Agreement, the BIST shall be amended and supplemented by deleting the sub-section entitled "**Charge**" in the Credit Services section of the BIST in its entirety and substituting therefore the following

"Charge

By entering into a Collateral Agreement you agree to be bound by all the terms of this section and, by doing so, you give us with full title guarantee as continuing security

(a) a first fixed charge over all of the Assets,

(b) an assignment of all your rights (**Rights**) relating to the Securities which you may have now or in the future against any other Citi Organisation or any third party, including, without limitation, any right to delivery of a security of the appropriate description which arises in connection with (i) any Securities being transferred to a clearance system or financial intermediary or (ii) any interest in or to any Securities being acquired while such Securities are in a clearance system or held through a financial intermediary, and

(c) (to the extent that they are not effectively charged by way of fixed charge under (a) above or assigned under (b) above) a first floating charge over the Assets and Rights for the payment and the discharge of all of the Debts owed to us or to any Citi Organisation. You agree to execute and deliver to us on demand all documents and make any payments as we may require, and do anything we consider necessary or expedient in this connection. Where any of the Securities or any other Asset is held by any clearance system or under the laws of another jurisdiction, you agree that we may register this security interest in any register held in any country where the security interest is to be made effective or the Securities or the Asset held. You will on our demand take whatever action may be necessary, including executing such documentation as required by the clearance system or laws of the country concerned, to establish a legal mortgage, equitable mortgage, charge, pledge or lien or whatever other charge or security arrangement is required under the relevant laws, in order to perfect this first priority security interest.

If we take physical possession of any Asset, this will operate as a pledge over such Asset, and not simply as our holding of such Asset on your behalf in safekeeping as your attorney."

- 3 Subject to the provisions of this Agreement, the BIST shall remain in full force and effect and shall be read and construed as one document with this Agreement.

Base#		Doc Type		Date		Orig		Copy		Fax		Comments	
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