

MR01

Particulars of a charge



Companies House



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

004 178 £69

☒ **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 the
instrument. Use form MR01

WEDNESDAY



S72NQDNM

SCT 28/03/2018 #261
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. **Do not send the original.**

1 Company details

Company number S C 2 5 7 6 2 9

Company name in full QNOSTICS LIMITED

For official use

→ **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 d 2 d 3 m 0 m 3 y 2 y 0 y 1 y 8

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 AIB GROUP (UK) P.L.C.
92 ANN STREET, BELFAST, BT1 3AY

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.

MRO1

Particulars of a charge

4

Brief description

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.

Brief description

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".

Please limit the description to the available space.

5

Other charge or fixed security

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.

☐ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

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 Dnf (NE) LLP X

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

MRO1

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 **KEN RUTHERFORD**

Company name **DWF (NORTHERN IRELAND) LLP**

Address **42 QUEEN STREET**

Post town **BELFAST**

County/Region

Postcode **B T 1 6 H L**

Country **N.IRELAND**

DX **439 NR BELFAST**

Telephone **028 9023 0230**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 257629

Charge code: SC25 7629 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd March 2018 and created by QNOSTICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th March 2018.

Given at Companies House, Edinburgh on 5th April 2018

FLOATING CHARGE

by

QNOSTICS LIMITED

in favour of

AIB Group (UK) p.l.c.

Dated

23rd MARCH 2018.

We hereby certify that this
is a true copy of the original

Date: 27/3/18
Signed: DWF (NI) LLP
DWF (NI) LLP

FLOATING CHARGE

By **QNOSTICS LIMITED** a Company incorporated in Scotland under the Companies Act with Company Number SC257629 and whose registered office is situate at Block 1 Todd Campus, West of Scotland Science Park, Glasgow, G20 0XA ("the Company") in favour of AIB Group (UK) p.l.c. (Registered Number NI18800) and having its Registered Office at 92 Ann Street, Belfast, BT1 3HH (as hereinafter defined)

INTERPRETATION

1. In this Floating Charge except to the extent that the context requires otherwise:-

"Associated Company" means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

"the Bank" means AIB Group (UK) p.l.c.;

"Business Day" means a day (other than a Saturday or Sunday) on which Banks generally are open for business in the City of London;

"Holding Company" in relation to a company or corporation, means any other company or corporation in respect of which it is a Subsidiary;

"Secured Obligations" means the monies due, owing or incurred by and other liabilities of the Company to the Bank the payment and discharge of which are the subject of covenants, undertakings and agreements contained in this Floating Charge except for any liabilities which, if secured by this Floating Charge, would result in a contravention by the Company of the prohibitions in Chapter 2 (*Financial assistance for purchase of own shares*) of part 18 of the Companies Act 2006;

"Specified Rate of Interest" means a rate calculated on a daily basis five percent (5%) per annum above the Bank's Base Rate from time to time or (if higher) calculated by reference to the most recent rate of interest agreed between the Bank and the Company ("the Agreed Rate") and in the case of liabilities of the Company which are in any currency other than Sterling at a rate per annum calculated on a daily basis equal to the cost to the Bank as certified by the bank of funding the relevant amount of such currency plus five percent (5%) or (if higher) calculated by reference to the Agreed Rate; and

"Subsidiary" means a subsidiary undertaking, as that term is defined in section 1162 of the Companies Act 2006.

2. **The Company BINDS and OBLIGES itself to the Bank that it will on demand by the Bank pay to the Bank:-**

- 2.1 All sums of money which have been or are now or may hereafter from time to time be advanced to the Company by the Bank;

- 2.2 All other indebtedness and/or liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent and whether incurred solely, severally, jointly and as principal or surety;

- 2.3 (On a full indemnity basis) all reasonable and proper costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection of rights under this Floating Charge and the security constituted hereby or the recovery of any of the indebtedness or other liabilities of the Company by the Bank, or by any person appointed by the Bank pursuant to this including (but without prejudice to the generality of the foregoing) remuneration payable to such person PROVIDED THAT in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in this Clause 2.3, interest shall accrue and be payable as from the date on which the same are paid by the Bank, or by any such persons as therein mentioned or become due to such person under the terms of his appointment without the necessity for any demand being made for payment thereof and PROVIDED FURTHER THAT such costs, charges and expenses shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Floating Charge and the recovery of the liabilities secured by it. A certificate signed by an officer of the Bank as to the amount of such costs and expenses for the time being due or incurred to the Bank from or by the Company shall for all purposes (in the absence of manifest or demonstrable error) be conclusive evidence against and binding upon the Company; and
- 2.4 Interest and charges upon or relating to all such advances, indebtedness, liabilities, costs, expenses and other monies until demand or other due date at such respective rates as have been or may from time to time be agreed between the Company and the Bank or in default of any agreed rates at the Specified Rate of Interest and in any event from and after demand or such other due date until full discharge (as well after as before judgment) at the Specified Rate of Interest (unless any such rate as may have been agreed as aforesaid shall be higher than the Specified Rate of Interest in which event such Agreed Rate shall continue to apply) and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest.

3. IT IS HEREBY PROVIDED AND DECLARED:-

- 3.1. That a certificate under the hand of a Manager, or other Authorised Official of the Bank shall (in the absence of manifest and demonstrable error) be sufficient to fix conclusively and to ascertain and determine the whole sums of principal, interest and others, which shall be due by the Company or for which the Company shall be liable to the Bank as aforesaid and to constitute a balance against the Company and no suspension or interdict of any charge or threatened charge for payment of the balance so constituted shall be applied for by the Company or granted nor shall any stay of execution thereon be applied for by the Company or granted, nor shall any action for payment thereof be defended by the Company except on consignment of the full amount thereof;
- 3.2. That nothing herein contained shall prejudice or affect any other security or securities which the Bank already holds or may hereafter hold for any sum or sums due or which may after the date hereof become due by the Company to the Bank over any property belonging to the Company, it being always in the power of the Bank to release or to discharge in whole or in part or parts any such security or to allow all or any of the property to which they relate to be disposed of, sold or abandoned without applying the same or the proceeds thereof in or towards payment of any sum to be hereby secured, and the whole obligations hereby undertaken by the Company shall remain in full force and effect in the same manner and to the same extent as if no such security or securities had ever existed; and
- 3.3. That the Bank, without prejudice to its rights under this Floating Charge and at its discretion, may grant to the Company or to any person or persons liable with or for the Company any time or other indulgence and may compound with the Company or them, accede to trust deeds and

draw dividends and that all without notice to the Company or to any other person concerned.

4. **IN SECURITY** of the said sums of money above mentioned the Company **HEREBY GRANTS** in favour of the Bank to the intent that the security hereby created shall be a continuing security in favour of the Bank a **FLOATING CHARGE** over the whole of the property (including uncalled capital) which is or may be from time to time while this security is in force comprised in the Company's property and undertaking **PROVIDED AND DECLARING** always that:-
- 4.1. Except as may be otherwise agreed in writing by the Bank the Floating Charge hereby created shall rank in priority to any fixed security other than any fixed security in favour of the Bank which shall rank in all respects in priority and in preference to the Floating Charge hereby created as defined in Section 70 of the Insolvency Act 1986, or any statutory amendment or re-enactment thereof for the time being in force (which Act as so amended is hereinafter referred to as "the Act") and any other charge being a fixed security or floating charge which shall have been granted or created by the Company after its execution hereof;
- 4.2. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this charge;
- 4.3. This charge shall become enforceable upon and at any time after the occurrence of any of the following events:
- 4.3.1 If the Company has failed to pay all or any of the Secured Obligations in accordance with Clause 2;
- 4.3.2 Any step is taken (including, but without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;
- 4.3.3 Any step is taken (including but without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrator receiver or similar officer to the Company or any part of its undertaking or assets;
- 4.3.4 The making of a request by the Company for the appointment of a receiver or administrator;
- 4.4 In the event that this charge becomes enforceable in accordance with Clause 4.3, the Bank shall be entitled at any time thereafter to appoint to the extent permitted and in accordance with the provisions of the Act an administrator of the Company or a receiver of all or any of the property hereby charged;
- 4.5 The Company shall be solely responsible for the acts and defaults of any receiver or administrator so appointed and for his remuneration, costs, charges and expenses and shall free and relieve the Bank of all liability therefor regardless of whether the Bank shall have undertaken or accepted such liability or been found liable therefor;
- 4.6 A demand or notice hereunder shall be in writing signed by an officer or agent of the Bank and may be served on the Company either by hand or post or facsimile. A demand or notice by post may be addressed to the Company at the Company's registered office, place of business or address last known to the Bank and a demand or notice so addressed and posted shall be deemed to have been received 2 business days after which it was posted. If sent by facsimile such notice may be sent to the last facsimile number of the Company known to the Bank and shall be deemed to have been received when sent. If delivered by hand such notice shall be deemed to have been received when delivered to such registered office, place of business or address aforesaid.

5. At any time (1) when there shall have occurred an event of default in respect of the Company's obligations to the Bank; (2) after being requested by the Company to appoint a receiver; or (3) after an application for an administration order in terms of Paragraph 22 of Schedule B1 to the Act in relation to the Company is presented to the Court by the Company or the Company's Directors or by a creditor or creditors of the Company or any meeting of the Company Directors is convened for the purpose of considering any resolution to present an application for such an order the Bank shall be entitled to appoint any one or more persons as a receiver of all or any of the charged assets and/or an administrator of the Company in accordance with and to the extent permitted by the Act under the declaration that:-
- 5.1. Any instrument of appointment of a receiver or notice of appointment of an administrator hereunder shall be deemed duly executed if signed by an authorised signing official of the Bank;
- 5.2. The Bank may appoint more than one person to be a receiver (with power to act both jointly and severally); and
- 5.3. If any person appointed as a receiver or administrator in terms hereof shall be removed by the Court or shall otherwise cease to act then the Bank shall be entitled to appoint one or more persons in his place.
6. Any receiver appointed by the Bank shall be entitled to exercise all the powers conferred upon a receiver by Section 55 of the Act and any administrator appointed by the Bank shall be entitled to exercise all powers conferred upon an administrator by Schedule B1 to the Act, and in each case shall be entitled to take all steps incidental to the same or which may be calculated to facilitate the exercise of the same and in addition thereto shall have and be entitled to exercise the following powers:-
- 6.1. To make any arrangements or compromise which he shall think expedient in respect of any claim by or against the Company and to sue in his own name or in the Company's name;
- 6.2. To call up all or any portion of the Company's uncalled capital;
- 6.3. To promote or procure the formation of any new company or corporation;
- 6.4. To subscribe for or acquire for cash any share capital of such new company or corporation in name of the Bank and on behalf of the Bank and/or in the name or names of a nominee or nominees or trustee or trustees for the Company;
- 6.5. To sell, feu, assign, transfer, exchange, hire out, grant, forfeit, irritate, renounce and/or give up leases of or otherwise dispose of or realize the charged assets or any part thereof to such new company or corporation, accept as consideration or part of the consideration thereof in the Company's name and on the Company's behalf and/or in the name or names of any nominee or nominees or trustee or trustees for it any shares or further shares in any such company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;
- 6.6. To sell, assign, transfer, exchange or otherwise dispose of or realise on the Company's behalf any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;

6.7 To sever and sell fixtures separately from the property to which they may be annexed;

6.8 To convene an extraordinary general meeting; and

6.9 To acquire any property on the Company's behalf;

7. The Bank and every receiver or administrator appointed by the Bank hereunder shall be entitled to be indemnified by the Company out of the charged assets

7.1. In respect of all liabilities and expenses incurred by the Company or him in the execution or purported execution of any of the powers, authorities or discretions vested in the Bank or him pursuant to the Act or hereto; and

7.2. Against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the charged assets. The Bank and any such receiver or administrator may retain and pay all sums in respect of the same out of any monies recovered under the exercise of their respective powers herein contained or referred to.

8. THE COMPANY UNDERTAKES to procure that while this security is in force:-

8.1 When required by the Bank to grant such specific or fixed security or charge over the whole or any of the property of the Company or the Company's subsidiary companies as shall be required by the Bank or as the Bank shall direct;

8.2 Without prejudice to the provisions hereinbefore contained, unless with the written consent of the Bank, the Company shall not create or allow to come into being any security over or charge upon the whole or any part or parts of the property (including heritable real and leasehold property wherever situated) assets, undertaking or uncalled capital of the Company or any of the Company's Associated Companies and no debentures, debenture stock or loan capital shall be created or issued and generally no moneys shall be borrowed or raised or the payments thereof secured in any manner of way by the Company or any of the Company's Associated Companies;

8.3.1 The whole property and corporeal assets belonging to the Company and the Company's Associated Companies shall be insured and kept insured for their full replacement value against loss by fire and such other risks as the Bank may require, the relative Policy or Policies being effected as appropriate in the name of the Bank as creditors or being endorsed or noted with reference to the interest of the Bank as the Bank may require and the Company shall produce to the Bank, if so required, within fifteen days after their becoming due and payable receipts for any current premiums, failing which the Bank may at the Company's expense effect or renew any such insurances as the Bank shall deem fit; and

8.3.2 All sums which may at any time be received under any such insurance or any other insurance covering any of the property and corporeal assets of the Company or the Company's Subsidiary Companies against such risks as aforesaid shall be applied in replacing, restoring or reinstating the property or assets destroyed or damaged unless the Bank shall require the same to be applied in or towards payment of any sum or sums due by the Company to the Bank, or shall otherwise consent in writing;

- 8.4 Except with the written consent of the Bank no part of the heritable, real or leasehold property of the Company or any of the Company's Associated Companies shall be sold or otherwise disposed of and no lease or sub-lease shall be granted of any of the heritable, real or leasehold property of the Company or any of the Company's Associated Companies and no other property or assets of the Company or any of the Company's Associated Companies shall be sold or otherwise disposed of unless in the ordinary course the Company's business or the business or businesses of any of the Company's Associated Companies;
- 8.5 No uncalled capital shall be called up by the Company or received in advance of calls without the written consent of the Bank and every amount received by the Company in respect of uncalled capital shall be paid by the Company to the Bank who may direct and may be applied by the Bank in or towards satisfaction of sums hereby secured or intended to be secured;
- 8.6 In fortification of this security and any further securities in favour of the Bank the titles to all the Company's heritable real and leasehold property (so far as these are in the Company's possession or within the Company's control) and the documents of title to such of the Company's incorporeal moveable property to which there is a document of title shall be deposited with the Bank at any time if the Bank so requires.
- 9 The Bank shall have the right to assign the whole or any part of the benefit to them respectively of the Floating Charge and the expression "the Bank" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Bank, who shall be entitled to enforce and proceed upon this Floating Charge in the same manner as if named herein. The bank shall be entitled to impart any information concerning the Company to any such assignee or other successor of any participant or proposed assignee, successor or participant.
10. AND the Company binds and obliges itself for the whole of the reasonable and proper expenses of creating and enforcing this security and also for the reasonable and proper expenses of any discharge thereof; and the Company warrants these presents at all hands and against all persons; and the Company consents to the registration hereof and of any certificate signed in pursuance of these presents for preservation: IN WITNESS WHEREOF these presents comprising this and the preceding 5 pages are subscribed for and on behalf of the Company

at
on the 23rd day of MARCH Two Thousand and Eighteen

Remona Kelly
Full Name


(Director/Authorised Signatory)

Peter Fitzgerald
Full Name


(Director/Authorised Signatory)