

MR01

Particulars of a charge

461/52

Oyez

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

You can use the WebFiling
Please go to www.companies.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
an instrument. Use form MR08



A07 08/08/2015 #297
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

SATURDAY

1 Company details

Company number 04133417

Company name in full Trubond Limited

6 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 24/07/2015

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 ING Belgium, Brussels, Geneva 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

4	Description	<p>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</p>	<p>The Pledge shall cover</p> <p>(a) All securities, valuables, claims, documents relating to claims or participations, monies, amounts outstanding in any currency, and all other assets including all due and future rights deriving from them (interest dividends, warrants, stock dividends etc) which are or will be held either entirely or in part under whatever designation by ING Belgium, Brussels, Geneva Branch or elsewhere in the name of ING Belgium, Brussels, Geneva Branch for account of Trubond Limited, and all goods at present or in the future directly or indirectly for any reason in the possession or at the disposal of ING Belgium, Brussels, Geneva Branch, either in warehouses, with forwarders, in transport or otherwise in deposit or processing, this also to the extent that possession devolves upon ING Belgium, Brussels, Geneva Branch through documents of any kind (such of bills of lading, storage warrants, etc)</p>
5	Fixed charge or fixed security	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
7	Negative Pledge	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	

Continuation page
Please use a continuation page if
you need to enter more details

8

Trustee statement

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

☐

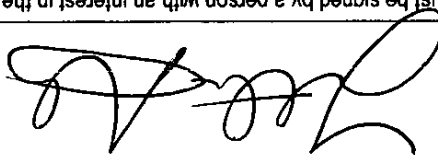
This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature



X

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

MR01

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	Jonathan Abrams						
Company name	GREGORY ABRAMS DAVIDSON LLP						
Address	20-24 Mathew Street						
	Liverpool						
Post town							
County/Region							
Postcode	L	2		6	R	E	
Country							
DX	- DX 14102 Liverpool						
Telephone	0151 236 5000						



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4133417

Charge code: 0413 3417 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2015 and created by TRUBOND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2015

Given at Companies House, Cardiff on 14th August 2015

DX



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ING



WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

4/8/15
GREGORY ABRAMS DAVIDSON LLP

Nr. 1070005

Account Holder(s).
Gregory Abrams Davidson LLP
Solicitors
131-151 Great Titchfield Street
London UK W1W 5BB

DEED OF PLEDGE AND ASSIGNMENT

The undersigned (name, address):

Trubond Limited, 1 Deagrave Road,
GB-London SW6 1RP (hereinafter "the Pledgor")

hereby grants ING Belgium, Brussels, GENEVA BRANCH (hereinafter "the Bank") the following pledge covering all claims and rights of the Bank against.

(name, address) Trubond Limited, 1 Deagrave Road,
GB-London SW6 1RP (hereinafter "the Debtor")

- 1 The pledge shall constitute a security for all present and future claims and rights of any kind (including conditional and pending claims, such as rights of recourse) of the Bank with respect to capital, interest, commissions, fees, recovery costs, charges (such as storage, transport, customs duties, insurance fees, etc.), rentals, including enforcement and court fees, which it is entitled to receive from the Debtor for whatever reason or resulting from whatever business relations (current accounts, exchange dealings, trade of goods, etc.) The pledge shall continue, even if the Debtor's liabilities were to have been temporarily extinguished in full or in part
- 2 The pledge shall cover.
 - a) all securities, valuables, claims, documents relating to claims or participations, monies, amounts outstanding in any currency, and all other assets including all due and future rights and proceeds deriving from them (interest, dividends, warrants, stock dividends, etc.) which are or will be held either entirely or in part under whatever designation by the Bank or elsewhere in the name of the Bank for account of the Pledgor,
 - b) all goods at present or in the future directly or indirectly for any reason in the possession or at the disposal of the Bank either in warehouses, with forwarders, in transport or otherwise in deposit or processing, this also to the extent that possession devolves upon the Bank through documents of any kind (such as bills of lading, storage warrants, etc.).
- 3 In the event that pledges are exchanged, the replacing pledges shall without any further formality whatsoever serve in substitution of the former pledges. The pledge always covers the entirety of the property pledged even if its value were subsequently to be increased by further payment or for any reason whatsoever
- 4 The Pledgor undertakes, upon first demand by the Bank, to cooperate in the transfer of property pledged to a new acquirer without delay and to execute any declaration, endorsements or assignments which may be necessary for the exercise of the Pledge. Securities, which in order to be pledged require an assignment, and the claims resulting from saving or deposit books, shall be deemed to have been assigned hereby to the Bank pursuant to Art. 901, Section 2, of the Swiss Civil Code
- 5 The Bank may at all times take into its own custody pledged property which is in the hands of third parties. The Bank is further entitled, but not obliged, to represent the Pledgor in respect of the pledged property and to exercise voting or other membership rights, if any
- 6 It shall be the duty exclusively of the Pledgor to supervise the drawings, calls, conversions, and amortizations of the securities pledged and to take the measures necessary for safeguarding the rights arising from the property pledged. However, the Bank shall also be entitled to take any action it deems desirable for the preservation of the pledges, such as additional payments on securities not fully paid up, the exercise of warrants, etc., without incurring any liability, and to charge all expenses to the Debtor

The Bank is further authorized to accept payments in full or in part, to cash and credit the Debtor with coupons and to exercise all rights vested in the owner of the pledged property, without, however, having an obligation to do so, and without incurring any responsibility. If the pledged property is insured, the claims against the insurance company are hereby assigned to the Bank

- 7 if the value of the pledges was to drop below the customary or stipulated margin, or if for other reasons the Bank does no longer regard the margin as being adequate, the Bank shall be entitled to demand additional cover or repayment from the Debtor. This also applies to forward engagements. In the event that the Debtor fails to comply, upon notice in writing, by telex, cable or telephone from the Bank immediately, or within a time limit set by the Bank, or if notification is not possible for legal or factual reasons, or if in the Bank's opinion extraordinary circumstances arise - such as sudden price fluctuations - the debt shall become due immediately. In such an event the Bank shall be entitled, but not obliged, to sell on the Stock Exchange, by private contract or to sell at auction the goods or assets pledged necessary to cover its claims, without further formality, at its discretion and without liability, and in particular without being required to observe the formalities stipulated by the Federal Act on Debt collection Proceedings and Bankruptcy. The Bank shall also be authorized to call in pledged claims and to offset them without regard as to differences of currency, positions created by short sales may be settled by repurchase in accordance with the above mentioned provisions. The above applies also in the event that the Debtor is in default with the payment of his debt or part thereof or with the performance of any other obligation, or if he suspends payments.
- 8 In the event that the Bank elects to proceed pursuant to official debt collection proceedings, it may, at its discretion, institute proceedings for realization of pledge or ordinary proceedings against the Debtor, and it shall have this choice in respect of both the entirety and part of such property pledged.
- 9 All communications of the Bank - including communications to the Pledgor - shall be considered to have been duly and validly made, if they have been mailed to the address last named to it by the Debtor, subject to agreements to the contrary (such as correspondence to be kept at the Bank).
10. Special provisions for the pledging of goods:

To the extent that such goods are in transport at the moment of pledging, the Pledgor assigns to the Bank for the purpose of pledging, the documents issued or to be issued in respect of such goods, such as bills of lading, freight bills, insurance policies, warehouse receipts, etc. and all present or future claims against forwarders, insurance companies, etc., directly or indirectly connected therewith.

The Bank may determine where the goods are to be stored. Storage and transport shall be effected at the exclusive cost and risk of the Pledgor who shall also arrange for adequate maintenance. The goods shall be insured by the Pledgor, at his expense, with an insurance company agreeable to the Bank, against all possible risks, and the insurance documents shall be given to the Bank complete with the necessary deeds of assignment. In case of non compliance, the Bank shall be entitled, but not obliged, to have the property pledged insured at the expense of the Pledgor or of the Debtor at the Bank's discretion, with an insurance company to be designated by the Bank.

The Pledgor assigns to the Bank the claims arising from a possible sale of the goods or part thereof as well as all claims directly or indirectly connected with such goods, including all claims for damages, if any, against the forwarders, carriers, storekeepers, insurance companies, etc. The Bank is entitled to notify the third party debtors of such assignments.

11 Applicable Law and Place of Jurisdiction.

All legal relations between the Debtor, the Pledgor and the Bank are governed by Swiss law. Place of performance and place of prosecution for Debtors and/or Pledgors domiciled or residing abroad, as well as Place of Jurisdiction for all proceedings, irrespective of the Debtor's or the Pledgor's domicile of residence, shall be Geneva.

The Debtor and/or the Pledgor elect special domicile at the Bank for the performance of all obligations. The Bank, however, has the right to start proceedings against the Debtor or the Pledgor before the competent court of their respective domicile, or before any other competent court. Swiss law shall also be applicable in this case.

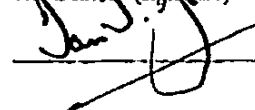
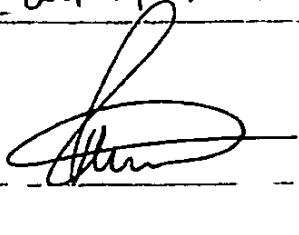
- 12 The Bank's General Conditions shall, subject hereto, remain applicable, in particular the provisions thereof concerning jurisdiction and election of domicile.

The following being a translation of the French original text, in case of a dispute as to the true meaning of any given clause or any given term of the present document, the corresponding clause or term in the French version of the present document shall prevail.

Paphos 17.07.2015

Place and date Ebene 24.07.2015

The Debtor (signature)

The Pledgor (signature)

