

# MR01

## Particulars of a charge



Companies House

005225/23



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A fee is be payable  
Please see 'How to pay'

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is for**  
You may not use this form to  
register a charge where the  
instrument. Use form

FRIDAY



\*A6F0IGLK\*  
A23 15/09/2017 #170 se  
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 05205588 ✓

Company name in full CATTON & COMPANY 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 1<sup>d</sup> 4<sup>th</sup> 0<sup>m</sup> 9<sup>th</sup> 2<sup>y</sup> 0<sup>y</sup> 1<sup>y</sup> 7<sup>y</sup> ✓

### 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 ADAM & COMPANY PLC ✓

25 ST ANDREW SQUARE EDINBURGH EH2 1AF

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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## Particulars of a charge

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## 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.

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.

Brief description

N/a

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## 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

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## 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

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## 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

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Trustee statement<sup>1</sup>

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.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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## Signature

Please sign the form here.

Signature

Signature

X



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**

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	ANTONY SMITH
Company name	ADAM & COMPANY PLC
Address	25 ST ANDREW SQUARE
Post town	EDINBURGH
County/Region	
Postcode	E H 2 1 A F
Country	
DX	322301 BRISTOL 44
Telephone	0117 954 4148

**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](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



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FILE COPY

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

Company number: 5205588

Charge code: 0520 5588 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2017 and created by CATTON & COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th September 2017.

Given at Companies House, Cardiff on 23rd September 2017



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



1 SCRP All Direct

Charge of Securities (12/02)

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.**

Date:

FOURTEENTH OF SEPTEMBER TWO THOUSAND AND SEVENTEEN

**Definitions**

**Mortgagor:**

Catton & Company Limited (Company Registered Number 05205588) whose registered office is situate at 72 London Road St Albans Hertfordshire AL1 1NS

**Bank:**

Adam & Company PLC (Company Registered Number 83026) whose registered office is situate at 25 St Andrew Square Edinburgh EH2 1AF

**Charged Assets:**

Any Securities from time to time (1) named in any schedule supplied by or on behalf of the Mortgagor to the Bank by reference to this deed or (2) in respect of which title or the relative account entries is/are held in the name of or to the order of the Bank or its nominee or (3) in respect of which the relative certificates or other title documents are deposited with or held to the order of the Bank or its nominee

**Encumbrance:**

Any mortgage charge (fixed or floating) pledge hypothecation or lien and any other arrangement or interest (whether by way of assignment trust title retention or otherwise) which has the effect of creating security or payment priority

**Securities:**

All stocks, shares, bonds, warrants, options, notes, unit trusts, newly added funds for investment, or other equity or debt instruments or securities in each case whether constituted evidenced or represented by certificates or other documents or by an entry in the accounts of the issuer clearing house Mortgagory custodian or other person or otherwise and all rights against clearing houses Mortgagories custodians or other persons holding instruments or securities

**Interest:**

Interest at the rate(s) charged to the Mortgagor by the Bank from time to time

**Mortgagor's Obligations:**

All the Mortgagor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

**Expenses:**

All expenses (on a full indemnity basis) incurred by the Bank at any time in connection with the Charged Assets or the Mortgagor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

**Required Currency:**

The currency or currencies in which the Mortgagor's Obligations are expressed from time to time

**Charge**

1.1 The Mortgagor undertakes to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and as absolute owner (and under English law with full title guarantee) assigns to the Bank its whole right title and benefit to the Charged Assets, income derived from the Charged Assets and all rights attaching to the Charged Assets and any cash from the proceeds of any permitted disposal of any Charged Assets.

1.2 The Mortgagor will procure that until discharge in full of the Mortgagor's Obligations:-

1.2.1 Legal title to the Charged Assets shall be vested in and (where possible) registered in the name of the Bank or its nominee and that any clearing house Mortgagory custodian or other person with which any Charged Assets are permitted by the Bank to be held shall recognise the Bank or its nominee as the holder of the relevant account; and

CERTIFIED. SAVE FOR MATERIAL REDACTED PURSUANT TO S89(5) OF THE COMPANIES ACT 2006, AS A TRUE ACCURATE AND UP TO DATE COPY OF THE ORIGINAL DOCUMENT.

FOR AND ON BEHALF OF CATTON & COMPANY LIMITED

SIGNED



1.2.2 All dividends distributions and other income arising from the Charged Assets shall be mandated to the Bank

1.3 To the extent that in respect of any of the Charged Assets Clause 1.1 does not have the effect of creating a first priority fixed security interest in favour of the Bank under the law applicable to the same Clause 1.1 shall take effect as creating such type of Encumbrance as shall be required by that law for the purpose of conferring on the Bank a first priority fixed security interest in such Charged Assets

#### **Undertakings by the Mortgagor**

2 The Mortgagor undertakes:-

2.1 To deposit with the Bank or its nominee all documents relating to any bonus or rights or other issue of stock or shares in respect of the Charged Assets

2.2 To pay all calls or other payments due from time to time in respect of the Charged Assets

2.3 At the request of the Bank to transfer legal title to any of the Charged Assets to the Bank or its nominee and to procure that any such Charged Assets are registered in the name of the Bank or its nominee

#### **Powers of the Bank**

3.1 Section 103 of the Law of Property Act 1925 (under English law) shall not apply. The Bank shall have power to sell the Charged Assets in whole or in part at any time after the date of this deed

3.2 The Bank may at its discretion pay any calls or other payments due from time to time in respect of the Charged Assets or payable in respect of any rights attaching to the Charged Assets

3.3 Section 93(1) of the Law of Property Act 1925 (under English law) shall not apply to this deed

3.4 The Bank may as it thinks fit exercise any rights attaching to the Charged Assets for the purpose of preserving the value of or realising the Charged Assets but otherwise the Bank will only exercise such rights in accordance with the Mortgagor's instructions

3.5 In addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off the whole or any part of the Mortgagor's Obligations against any deposit or credit balance on any account of the Mortgagor with the Bank (whether or not that deposit or balance is due to the Mortgagor)

3.6 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Mortgagor with the Bank that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Mortgagor before all the Mortgagor's Obligations have been discharged provided that:

(i) The Mortgagor may dispose of any Charged Assets without consent where the proceeds of such disposals are reinvested in assets at fair market value within a reasonable time where such assets are secured under this deed; and

(ii) The Bank may without prejudice to this deed permit the Mortgagor to make withdrawals from time to time.

3.7 The Bank may exchange or convert to the Required Currency any currency held or received

#### **Restrictions on Charging**

4 The Mortgagor will not without the Bank's prior written consent create or permit to arise any Encumbrance on the Charged Assets

#### **Power of Attorney**

5 The Mortgagor irrevocably appoints the Bank to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank pursuant to this deed or the exercise of any of its powers



### **Permitted Dealings**

- 6     **The** Bank may without prejudice to this deed permit the Mortgagor to direct the disposal of any of the Charged Assets from time to time and the purchase in their place of other Securities of such nature as the Bank may approve and all such substituted Securities shall be subject to this deed and fall within the definition of "Charged Assets"

### **Return of Similar Charged Assets on Discharge**

- 7     **On** discharge of this deed the Mortgagor will accept in place of all or any of the Charged Assets delivery of other securities of the same class and denomination

### **Appropriation**

- 8.1   **Subject** to Clause 8.2 the Bank may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Mortgagor's Obligations as the Bank decides
- 8.2   **The** Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any Encumbrance affecting the Charged Assets. Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Mortgagor's Obligations outstanding at the time of receiving such notice

### **Preservation of other Security and Rights and Further Assurance**

- 9.1   **This** deed is in addition to any other security present or future held by the Bank for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank
- 9.2   **The** Mortgagor will at the Mortgagor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure on the Charged Assets the Mortgagor's Obligations

### **Notices**

- 10.1   **Any** notice or demand by the Bank may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Bank or if the Mortgagor is
- 10.1.1   A company may be served personally on any of its directors or its secretary
- 10.1.2   A limited liability partnership may be served personally on any of its members
- 10.2   A notice or demand by the Bank by post shall be deemed served on the day after posting
- 10.3   A notice or demand by the Bank by fax shall be deemed served at the time of sending

### **Governing Law**

- 11     **English** law applies to this deed in respect of any Charged Assets governed by English law and Scots law applies to this deed in respect of any Charged Assets governed by Scots law

### **Interpretation**

- 12.1   **The** expressions "Mortgagor" and "Bank" where the context admits include their respective successors in title and assigns
- 12.2   **If** two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them
- 12.3   **Where** the Mortgagor is a partnership the Mortgagor's Obligations shall include those (in relation to the partnership's business) of the persons from time to time being members of the partnership and the Mortgagor's liability under this deed shall continue and this deed shall remain a continuing security despite any change in the constitution of the partnership
- 12.4   **References** to the "Charged Assets" include any purchased under Clause 6 and rights deriving from any Charged Assets
- 12.5   **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select



12.6 **Each** of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected



Adam & Company releases to the within named Mortgagor the Securities comprised in the within written document

For and on behalf of Adam & Company

  
Duly Authorised Official

Date

DO NOT COMPLETE



In Witness of which this deed has been duly executed

**Signed and Delivered** as a deed by  
the Mortgagor acting by a director  
and its secretary or two directors