

MR01

Particulars of a charge

128448/13

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 MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
charge. If the form is 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
scanned and placed on the public record. **Do not send the original**

TUESDAY



A4B5PPZU

A08

07/07/2015

#36

COMPANIES HOUSE

1 Company details

Company number 0 7 4 8 6 8 6 2

Company name in full Origin Broadband Limited /

3 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 d 3 0 m 0 6 y 2 0 1 5 /

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 Donbac Limited (CRN 01925556) /

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

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

H&R law solicitors

X

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

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 public record.

Contact name	Andrew W Best
Company name	HSR Law
Address	7 South Parade
	Doncaster
Post town	
County/Region	
Postcode	D N 1 2 D Y
Country	
DX	DX 711895 DONCASTER2
Telephone	01302 347800



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 enquires@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: 7486862

Charge code: 0748 6862 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2015 and created by ORIGIN BROADBAND LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th July 2015.

02

Given at Companies House, Cardiff on 14th July 2015



Companies House




THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEBENTURE is made the 30th day of June 2015

BETWEEN

- (1) Origin Broadband Limited (Company No 07486862) whose registered office is at Unit 9, Yorkshire Way, Armthorpe, Doncaster, DN3 3FB (Company) and
- (2) **DONBAC LIMITED** trading as **FINANCE FOR ENTERPRISE** (Company No 01925556) whose registered office is at PO Box 978, Sidings Court, Lakeside, Doncaster, South Yorkshire DN4 5NU (Finance For Enterprise)
- Certified to be a true and complete copy of the original

NOW THIS DEED WITNESSES as follows


Solicitor
HSR Law
7 South Parade
Doncaster DN1 2DY

1. Interpretation

1 1 In this Debenture, unless the context otherwise requires

1 1 1 **Account** means the current account of the Company, or such other account as Finance For Enterprise may at any time stipulate,

1 1 2 **Administrator** means an administrator appointed under the Insolvency Act 1986,

1 1 3 **Assets** means all the undertaking, property and assets of the Company whatsoever and wheresoever present or future,

1 1 4 **Asset Contracts** means all the rights of the Company, now or in the future, arising from any agreement for the acquisition of any property (real or personal) by the Company or for the hire, lease or loan of any property (real or personal), to the Company

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- 1 1 5 **Debts** means all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person)
- 1 1 6 Finance For Enterprise includes persons deriving title under Finance For Enterprise,
- 1 1 7 **Encumbrance** means any mortgage, charge, pledge, lien or other security interest of any kind, and any right of set-off, assignment, trust or other agreement or arrangement whatsoever for the purpose of providing security other than liens arising by operation of law in the ordinary course of the Company's business,
- 1 1 8 **Insurances** means all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof,
- 1 1 9 **Land** means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated
- 1 1 10 **Other Claims** means all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of this Debenture,
- 1 1 11 **Plant and Equipment** means all plant, machinery, equipment of any kind and motor vehicles now or at any time owned by the Company as a capital asset
- 1 1 12 **Principal Sum** means the sum of One Hundred and Fifty Thousand Pounds (£150,000) advanced by Finance For
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Enterprise to the Company (receipt of which the Company hereby acknowledges)

1 1 13 **Receiver** means any receiver appointed under this Debenture, and, where more than one receiver has been appointed, each of them,

1 1 14 **Rents** means any sum payable to the Company (and any right to recover any such a sum)

1 1 14 1 by way of rent, service charge or otherwise under any lease of Land, or any other income arising from any Land, and

1 1 14 2 by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel,

1 1 15 **'Secured Liabilities'** 'means the Principal Sum and all money, liabilities and obligations now or in the future owed or incurred by the Company to Finance For Enterprise of any kind, however arising whether sole or joint, whether as principal or as surety, whether or not Finance For Enterprise was the original creditor in respect thereof, and including (without limitation) interest, costs, charges and expenses incurred by Finance For Enterprise in enforcing this Debenture

2. Company's obligations

The Company covenants

2 1 to pay interest to Finance For Enterprise upon the Secured Liabilities outstanding at any time at the rate of 12% per annum

2 2 to repay to Finance For Enterprise the Principal Sum together with interest thereon by 60 equal monthly payments of £3321 46 and a final payment of £3321 46 (or such other amounts as Finance For

Enterprise may agree in writing) by direct debit on the last day of every month the first payment to be made on 31st day of July 2015 (or such other dates as Finance For Enterprise may agree in writing)

- 2 3 to pay to Finance For Enterprise the Secured Liabilities (other than the Principal Sum) on demand

3. Charges

As security for payment of the Secured Liabilities the Company (with full title guarantee) hereby charges to Finance For Enterprise

- 3 1 by way of first legal mortgage all Land now owned by the Company including (without limitation) the land which is described in the Schedule,

- 3 2 by way of first fixed equitable charge all Land which the Company acquires in the future,

- 3 3 by way of separate first fixed charges

- 3 3 1 all the goodwill and uncalled capital of the Company, present or future,

- 3 3 2 the Insurances,

- 3 3 3 the Debts,

- 3 3 4 the Rents,

- 3 3 5 the Other Claims, and

- 3 3 6 the Plant and Equipment,
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3 4 by way of first floating charge all those Assets which are not for any reason effectively charged by this Debenture by way of fixed charge or mortgage

4. Protection of Lender's rights

4 1 The Company shall pay into the Account all moneys which it receives in respect of any Debts, Insurances and Rents and any other of the rights and claims charged under clause 3 3 above and until such payment hold all moneys so received upon trust for Finance For Enterprise and shall not without the prior written consent of Finance For Enterprise charge factor discount or assign any of them in favour of any other person, or otherwise deal with them except for the purpose of collecting them in and paying them as required by this clause

4 2 Subject to the rights of the Company's bankers the Company shall pay or deal with such monies held in the Account in accordance with any written directions given by Finance For Enterprise from time to time

4 3 In the absence of any written directions from Finance For Enterprise any such monies held on Account shall be released from the fixed charge imposed by clause 3 3 and shall be subject to the floating charge imposed by clause 3 4

4 4 The Company covenants not, without the prior written consent of Finance For Enterprise, to

4 4 1 create any Encumbrance, or to allow any Encumbrance to arise or continue, on or over any of the Assets

4 4 2 part with or dispose of any of the Assets charged by way of fixed charge or mortgage, or

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- 4 4 3 part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern
- 4 5 Finance For Enterprise may by notice in writing to the Company convert any floating charge created by this Debenture into a fixed charge in respect of any Assets specified in such notice Any such floating charge shall automatically be converted into a fixed charge
- 4 5 1 in respect of any Assets, immediately prior to the Company agreeing (otherwise than as permitted by clause 4 4 1) to create any Encumbrance over those Assets in favour of any other person, or to part with or dispose of them otherwise than in the ordinary course of carrying on the Company's business as a going concern, and
- 4 5 2 in respect of all the Assets if the Company ceases or threatens to cease to carry on business or to be a going concern or if any voluntary arrangement or other moratorium (other than a moratorium under Section 1A of the Insolvency Act 1986) or compromise with the Company's creditors, or any class of them, is proposed or put into effect,
- 4 6 The Company shall subject to the rights of any prior mortgagee deposit with Finance For Enterprise all deeds and documents of title relating to the Company's Land, and the Insurances
- 4 7 The Company shall, at its own expense, at any time when required by Finance For Enterprise execute and deliver all deeds and documents, and concur in all acts which Finance For Enterprise may deem necessary, to vest in Finance For Enterprise the security intended to be created by this Debenture over all or any of the Assets or to facilitate
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the enforcement of that security, or the exercise of any powers or discretions intended to be vested in Finance For Enterprise or the Receiver by this Debenture, in such form as Finance For Enterprise may require

5. Covenants

5 1 While this Debenture continues in force the Company shall

5 1 1 provide to Finance For Enterprise all information and copies of all documents which Finance For Enterprise may reasonably require relating to the financial affairs of the Company and shall provide not later than 21 days after the end of each month copies of management accounts bank statements, financial information and details of any material change in the trading position, conduct or control of the Company's business

5 1 2 provide to Finance For Enterprise not later than 60 days after the end of each financial year, copies of the filed profit and loss account and balance sheet, with all the reports and notes required to be attached to them,

5 1 3 pay on demand all sums due to the Department of Business Innovation and Skills under the Small Firms Loan Guarantee Scheme and the Enterprise Guarantee Scheme

5 1 4 not without previous consent in writing of Finance For Enterprise to assign or transfer any of the rights or obligations of the Company under this Debenture

5 1 5 put and keep all its buildings in good and substantial repair and all fixtures and fittings, plant, machinery and other effects in good working order and condition,

5 1 6 maintain all such insurances as are normally maintained by prudent companies carrying on similar businesses, and in particular (but without limitation) will insure and keep insured such of the Assets as are insurable with an insurance office or underwriters to be approved by Finance For Enterprise in writing from time to time, in the joint names of the Company and Finance For Enterprise against loss or damage by fire and such other risks (on terms that the insurer shall not avoid, cancel or fail to renew any such policy for non-payment of premium without first giving not less than 21 days' prior notice to Finance For Enterprise, and on such other terms as Finance For Enterprise may from time to time require, in their full replacement value for the time being),

5 2 If the Company is in default under any of the covenants set out in clause 5 1 above (or any of its other obligations under this Debenture), Finance For Enterprise may at its sole discretion (but will not be obliged to) take any steps which it considers necessary to remedy the default and may pay any amount which the Company ought to pay, and may authorise any person to enter, by force if necessary, on any Land or into any building owned or occupied by the Company and perform works, and may put in place or renew any insurance Neither Finance For Enterprise, nor any person authorised by it, shall be deemed to have taken possession of any Land by virtue of exercising any power given by this clause, until Finance For Enterprise (or any such person) serves notice in writing on the Company expressly stipulating its intention to take possession

5 3 All moneys received in respect of any Insurance whatsoever (other than any indemnity against liability to a third party) shall, as Finance For Enterprise in its sole discretion requires, be applied either in making good the loss or damage in respect of which the money is received or towards discharge of the Secured Liabilities

6. Demand and enforcement

6 1 This Debenture shall become enforceable

6 1 1 upon the Company defaulting for 7 days on the payments due under clauses 2 1 and 2 3 and prior to any payment Finance For Enterprise serving notice in writing on the Company demanding payment of the Secured Liabilities

6 1 2 upon any request being made by the Company to Finance For Enterprise for the appointment of an Administrator or a Receiver or for Donbac to exercise any other power or right available to it,

6 1 3 upon the occurrence of any event referred to in clause 4 5, or any event causing the floating charge created by this Debenture to become fixed in relation to any Assets,

6 1 4 upon the passing of any resolution, or the presentation of a petition for winding up in relation to the Company,

6 1 5 upon the Company going into administration, or any application being made for an administration order, or any notice being given (by any person to any person) of an intention to appoint an Administrator, in relation to the Company,

6 1 6 upon any moratorium coming into effect in respect of all or any of the Company's debts, or the Company taking any step to obtain such a moratorium

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- 6 1 7 upon any distress or execution being levied against the Company's property and payment not being made within 7 days
- 6 1 8 upon the Company failing to comply with its obligations in this Debenture or any document ancillary thereto and Finance For Enterprise then serving notice in writing on the Company demanding payment of the Secured Liabilities
- 6 1 9 upon any representation or warranty made by the Company being found to be incorrect when made
- 6 1 10 upon any material change in the control of the Company taking it out of the control of the persons who are members of the Company at the date of this Debenture
- 6 1 11 upon the Company ceasing or failing to endeavour to employ the number of employees specified in the employment projection made immediately before the creation of this Debenture
- 6 1 12 upon the Company failing to maintain its principal operative base within South Yorkshire
- 6 1 13 upon the Company selling or disposing of the whole or a substantial part of its Assets without the previous consent in writing of Finance For Enterprise
- 6 1 14 upon the Company ceasing to operate its business in the manner described to Finance For Enterprise prior to the creation of this Debenture
- 6 2 At any time after this Debenture has become enforceable Finance For Enterprise may exercise, in respect of any Asset, the power of sale given to mortgagees by the Law of Property Act 1925 The restrictions
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imposed by Section 103 of that Act shall not apply, and Finance For Enterprise may delegate the exercise of its power of sale to any Receiver or other person

7. Receivers and Administrators

7 1 At any time after this Debenture has become enforceable, or if the Company so requests at any time, Finance For Enterprise may (subject as provided below) appoint any person or persons to be a Receiver of all or any part of the Assets hereby charged or to be an Administrator of the Company

7 2 The appointment of an Administrator or Receiver shall be in writing, and may be signed by any director or employee on behalf of Finance For Enterprise

7 3 Finance For Enterprise may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in the Law of Property Act 1925 Section 109(6) and may (subject to the application of the Insolvency Act 1986 Section 45) remove any person from office in relation to all or any part of the Assets of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of the Assets) appoint a further or other receiver or receivers over all or any part of the Assets

7 4 The Receiver shall be the agent of the Company (which shall be solely liable for his acts, defaults and remuneration) unless and until the Company goes into liquidation, whereafter he shall act as principal and shall not become the agent of Finance For Enterprise, and the Receiver shall have and be entitled to exercise in relation to the Company all the powers set out in the Insolvency Act 1986 Schedule 1 (whether or not he is an administrative receiver) and, in particular, by

way of addition to but without limiting such powers, the Receiver shall have power to do the following things, namely

- 7 4 1 power to carry on or join with any person in carrying on any business (whether or not carried on by the Company prior to his appointment), and
- 7 4 2 power to maintain, repair, make safe, improve and develop any Land or other Asset, and to do all such other things as may in his opinion be necessary or desirable for maintaining or enhancing the value or marketability of any Asset

8. Payment of moneys

Any moneys received by the Receiver or Finance For Enterprise shall, subject to the payment as far as necessary of any claims having priority to this Debenture, be paid or applied in the following order of priority

- 8 1 in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Receiver and of the remuneration of the Receiver,
- 8 2 in or towards satisfaction of the Secured Liabilities in such order as Finance For Enterprise may at its discretion require, and
- 8 3 as to the surplus (if any) to the person or persons entitled thereto

9. The Land Registry

- 9 1 The Company shall apply to the Registrar for a restriction to be entered on the register of title of all registered land now or in the future owned by the Company in standard Form P in Schedule 4 to the Land Registration Rules 2003, namely

'No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated (date) in favour of (chargee under this debenture) referred to in the charges register [or their conveyancer (or) (specify)],

- 9 2 The Company hereby certifies that this Debenture does not contravene any of the provisions of its constitution and has been duly authorised and executed in accordance therewith,

10. Miscellaneous Provisions

- 10 1 Any notice to be given by either party under this Debenture, shall be in writing and may be made or given at any place of business of the recipient or at its registered office

10 1 1 by delivering it to any such place, or

10 1 2 by sending it by first class post to any such place (in which case it shall be deemed received at 10 00 am on the next business day after posting, and proof of posting shall be proof of delivery), or

10 1 3 by sending it by fax to any of the recipient's fax numbers (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt)

- 10 2 If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not effect

10 2 1 the validity or enforceability of any other provision, in any jurisdiction, or

10 2 2 the validity or enforceability of that particular provision, in any other jurisdiction

10 3 Finance For Enterprise may assign this Debenture to any successor in title to any of the Secured Liabilities, and may disclose any information in its possession relating to the Company, its affairs or the Secured Liabilities to any actual or prospective assignee

10 4 This Debenture shall be governed by and construed in accordance with English Law, and the Company submits to the jurisdiction of the English Courts for the purposes of any dispute in relation to it

EXECUTED AND DELIVERED AS A DEED by the Company, and executed by Finance For Enterprise on the date which first appears in the Deed

SCHEDULE 1

Property Charged by way of Legal Mortgage

Part 1

Registered land

Title No	County/District	Description
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Part 2

Unregistered land

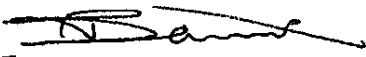
EXECUTED AND DELIVERED
AS A DEED by the **COMPANY**

acting by OLIVER BRYSSAN a Director



Director

Witness

Signature 
Name TIM DANIELS
Address DBIC TEN POUND WALK
DONCASTER
Occupation SENIOR INVESTMENT MANAGER

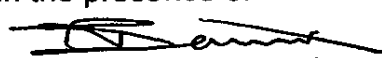
EXECUTED AND DELIVERED
AS A DEED by **DONBAC LIMITED**
T/A FINANCE FOR ENTERPRISE

acting by ARTHUR FOREMAN a Director

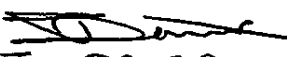


Director

in the presence of


TIM DANIELS

Witness

Signature 
Name TIM DANIELS
Address DBIC TEN POUND WALK
DONCASTER
Occupation SENIOR INVESTMENT MANAGER

This Release is made the day of between

DONBAC LIMITED trading as FINANCE FOR ENTERPRISE (Finance For Enterprise) of the one part and
ORIGIN BROADBAND LIMITED of the other part

WITNESSETH that Finance For Enterprise acknowledges that it has received the sum of [£] being the full amount of the Secured Liabilities owing under this Debenture together with interest thereon

In witness whereof Finance For Enterprise has executed this Release as a Deed the day and year first above written

EXECUTED as a Deed by Finance For Enterprise
acting by

Director
Director/Secretary

Certified to be a true and
complete copy of the original

Solicitor
HSR Law
7 South Parade
Doncaster DN1 2DY