



Registration of a Charge

Company name: **GEOSLAM LIMITED**

Company number: **07824395**



X82AN0YG

Received for Electronic Filing: **29/03/2019**

Details of Charge

Date of creation: **25/03/2019**

Charge code: **0782 4395 0005**

Persons entitled: **BIRMINGHAM CITY COUNCIL**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7824395

Charge code: 0782 4395 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th March 2019 and created by GEOSLAM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2019 .

Given at Companies House, Cardiff on 1st April 2019

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEED OF ASSIGNMENT
(KEYMAN INSURANCE POLICY)

by

GeoSLAM Limited

in favour of

Birmingham City Council

Date: 25 March 2019

THIS ASSIGNMENT IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT

DEED OF ASSIGNMENT
Dated 25 March 2019
by

Name: GeoSLAM Limited

Company Number: 07824395

Registered Office: Innovation House Ruddington Fields Business Park,
Ruddington, Nottingham, England, NG11 6JS

("the Company")

in favour of:

Name: Birmingham City Council

Details for Notices:

Address: The Council House, Victoria Square, Birmingham, B1 1BB

Email: ondreiokeke@frontierdevelopmentcapital.com

Attention: Ondrej Okeke

("the Lender")

over

The whole right title and interest of the Company in and to the Policies, together with all Rights attaching to the Policies.

("the Charged Assets")

in respect of:

All present and future obligations and liabilities (including without limitation all sums of principal, interest and expenses), whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Company to the Lender; and in whatever manner and on any account.

("the Secured Liabilities")

Other defined terms used in this Assignment are as set out in Clause 25.

1. Undertaking to pay Secured Liabilities

The Company:

- 1.1 undertakes to pay and discharge the Secured Liabilities to the Lender or as the Lender may direct:
 - 1.1.1 on the due date for payment or performance of the Secured Liabilities concerned as provided by the terms of any agreement or document constituting the same; and
 - 1.1.2 in the absence of any express provision for payment and performance of the Secured Liabilities concerned on written demand by the Lender;
- 1.2 agrees that if it shall fail to pay any part of the Secured Liabilities when due then such amount shall bear interest (after as well as before judgement and payable on demand) at the Default Rate from the due date until paid in full;
- 1.3 agrees with the Lender that a certificate signed by or on behalf of the Lender as to the amount, calculation or nature of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Company.

2. Assignment

- 2.1 The Company as security for the due and punctual payment and performance of the Secured Liabilities assigns with full title guarantee as continuing security to the Lender the Charged Assets.
- 2.2 The Company undertakes to take all steps as the Lender may request, to perfect under any appropriate law the security intended to be granted or any security interest constituted pursuant to this Assignment in respect of all or any of the Charged Assets, for the purposes of protecting such security, facilitating the realisation of the Charged Assets, or the exercise of the Lender's rights under this Assignment, including the provision of information which may be required by the insurance company to complete the form of notice contained in Part 2 of the Schedule.
- 2.3 Subject to the requirements of the Senior Lender and/or the terms of the Intercreditor Agreement, the Company shall (if requested by the Lender) deposit with the Lender, and the Lender shall be entitled to hold, all deeds and documents of title which relate to the Charged Assets.

3. Ranking

The Company undertakes to the Lender that except as permitted by the terms of Clause 4.1 no Encumbrance shall rank in priority to, equally with or postponed to the Encumbrance created by this Assignment.

4. Negative Pledge

The Company undertakes to the Lender that it will not:

- 4.1 except for a Permitted Encumbrance or any Encumbrance granted in favour of the Senior Lender or as permitted pursuant to the Intercreditor Agreement create or allow to subsist any Encumbrance. In the event that the Company creates any Encumbrance in breach of this prohibition, this Assignment shall rank in priority to that Encumbrance;

4.2 dispose of all or any of the Charged Assets or its interest in them.

5. Warranties

The Company warrants to the Lender:

- 5.1 it is the legal and beneficial owner of the Charged Assets free from any Encumbrance on or over any of the Charged Assets, other than any Encumbrance granted in favour of the Senior Lender or as permitted pursuant to the Intercreditor Agreement or any Permitted Encumbrances;
- 5.2 it has duly completed and submitted to the insurance company all application forms or other documents required or requested by the insurance company in relation to the issue of the Policies;
- 5.3 all information provided by the Company or on its behalf to the insurance company was and remains true, complete and accurate in all respects, and it has disclosed all material facts to the insurance company and it is not aware of any basis upon which any of the Policies may not be valid; and
- 5.4 all premiums and other amounts payable in respect of each of the Policies on or prior to the date of this Assignment have been paid to the insurance company issuing the Policies.

6. Undertakings

- 6.1 The Company shall not without the prior written consent of the Lender:
 - 6.1.1 vary, surrender, cancel or permit to be forfeit, all or any of the Charged Assets or otherwise take any action that may render the Policies void or voidable; or
 - 6.1.2 cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets.
- 6.2 The Company shall:
 - 6.2.1 if and when required by the Lender, grant in its favour (or as the Lender shall direct) such additional fixed or specific security or charge or assignment over all or any of the Charged Assets as the Lender may require;
 - 6.2.2 comply in all respects with the terms of the Policies;
 - 6.2.3 pay all premiums in respect of the Policies upon the same becoming due and payable and, on written request by the Lender, deliver to the Lender any written receipts in respect of such amounts; and
 - 6.2.4 take all necessary action to maintain the Policies in full force and effect and ensure that nothing is done, permitted or suffered to be done as a result of which the Company or the Lender may be prevented from receiving all or any amounts otherwise payable under the Policies.

7. Enforcement of Security

Subject to the terms of the Intercreditor Agreement, this Assignment shall become enforceable upon and at any time after the occurrence of any of the following events:

- 7.1 if the Company fails to pay any or all of the Secured Liabilities in accordance with Clause 1;
- 7.2 any step is taken (including, 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;
- 7.3 any step is taken (including, 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, administrative receiver or similar officer to the Company or any part of its undertaking or assets; or
- 7.4 if the Company makes a request for the appointment of an administrator.

8. Lender's Right to Perform Company's Obligations

- 8.1 If the Company fails to perform any obligations imposed upon it by this Assignment the Lender may but is not obliged to take such steps as in its opinion may be required to remedy such failure including making any payment.
- 8.2 The Company shall indemnify the Lender from and against any sums expended by the Lender pursuant to Clause 8.1.
- 8.3 All amounts payable under Clause 8.2 shall bear interest at the Default Rate from the date the same are incurred, computed and compounded monthly.

9. Lender's Right to Set Off and Debit Accounts

The Company agrees that:

- 9.1 any monies from time to time standing to its credit on any account with the Lender or with any other member of the Lender's Group may be retained as cover for and at any time, without notice to the Company, applied by the Lender in or towards payment or satisfaction of the Secured Liabilities or to the credit of any other account nominated by the Lender as security for any contingent or future liability of the Company to the Lender;
- 9.2 the Lender may debit any account of the Company with the Lender with the whole or any part of any amount due by the Company under this Assignment whether any such account shall be overdrawn or may become overdrawn by reason of any such debit;
- 9.3 if the Lender exercises any right of set-off in respect of any liability of the Company and that liability or any part of it is in a different currency from any credit balance against which the Lender seeks to set it off, the Lender may use the currency of the credit balance to purchase an amount in the currency of the liability at the prevailing spot selling rate of exchange for the Lender as conclusively determined by the Lender and to pay out of the credit balance all costs, charges and expenses incurred by the Lender in connection with that purchase; and
- 9.4 the Lender shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Lender.

10. Information Disclosure

The Company authorises the Lender to disclose information about the Company, this Assignment, the Charged Assets and the Secured Liabilities to:

- 10.1 any party to whom the Lender has assigned or transferred or intends to assign or transfer its rights under this Assignment;
- 10.2 any other person if required by law to do so;
- 10.3 any member of the Lender's Group; or
- 10.4 the Lender's auditors, advisors, applicable regulatory authorities, rating agencies and investors.

11. Preservation of Rights

This Assignment, the security constituted by this Assignment and the rights, powers, remedies and discretions conferred by this Assignment shall not be discharged, impaired or otherwise affected by:

- 11.1 any legal limitation, disability, incapacity or other similar circumstance relating to the Company; or
- 11.2 any act or omission or other circumstances which but for this provision might operate to release the Company from its obligations in respect of the Secured Liabilities, in whole or in part.

12. Rights under this Assignment

This Assignment, the security constituted by this Assignment and the rights, powers, remedies and discretions conferred by this Assignment:

- 12.1 shall be in addition to and independent of and shall not in any way prejudice or be prejudiced by:
 - (a) any collateral or other security, right, remedy or power whether at law or otherwise which the Lender may now or at any time after the date of this Assignment have or hold for all or any part of the Secured Liabilities;
 - (b) any such collateral or other security, right, remedy or power becoming wholly or in part void or voidable or unenforceable; or
 - (c) the failure to perfect or enforce any such collateral or other security, right, remedy or power; and
- 12.2 may be enforced or exercised without the Lender first having taken action or obtained judgement against the Company, filed any claim to rank in the winding up or liquidation of the Company or having enforced or sought to enforce any other collateral, security, right, remedy or power whether at law or otherwise.

13. Continuing Security

The security constituted by this Assignment shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.

14. Notice of Subsequent Encumbrances

If the Lender receives or is deemed to have received notice of any subsequent Encumbrance or other interest affecting any part of the Charged Assets and/or proceeds of sale or realisation of the Charged Assets the Lender may open a new account or accounts for the Company in its books and if the Lender does not do so then, unless the Lender gives express written notice to the contrary to the Company as from the time of receipt or deemed receipt of such notice by the Lender all payments made by the Company to the Lender shall

notwithstanding any appropriation by the Company to the contrary be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Liabilities.

15. Suspense Accounts

All monies received by the Lender under this Assignment may at the discretion of the Lender be credited to a suspense account and may be held in such account for so long as the Lender shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Secured Liabilities.

16. Discharge and Avoidance of Payments

16.1 Any settlement or discharge between the Company and the Lender shall be conditional upon no security or payment granted or made to the Lender by the Company or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of the Lender) the Lender shall be entitled to recover from the Company the value or amount of such security or payment from the Company or to enforce this Assignment to the full extent of the Secured Liabilities as if such settlement or discharge had not occurred.

16.2 Upon irrevocable payment or discharge in full of the Secured Liabilities the Lender shall at the request and cost of the Company retrocede and re-assign to the Company the Charged Assets.

17. Remedies, Waivers and Consents

17.1 No failure or delay by the Lender in exercising any right, remedy or power under this Assignment shall operate as a waiver and no single or partial exercise shall prevent further exercise of any right, remedy or power.

17.2 Any waiver and any consent by the Lender under this Assignment must be in writing to be effective and may be given subject to such conditions as the Lender thinks fit.

18. Partial Invalidity

18.1 Each provision of this Assignment will be valid and enforceable to the fullest extent permitted by law.

18.2 If any provision of this Assignment shall to any extent be invalid or unenforceable the validity and enforceability of the remaining provisions of this Assignment will not in any way be affected. Any invalid or unenforceable provision shall be modified to the extent necessary to make such provision valid and enforceable provided the Lender consents in writing to such modification.

19. Power of Attorney

19.1 The Company irrevocably appoints the Lender its attorney with full power to delegate for the Company on its behalf in its name and as its act and deed or otherwise to execute and deliver any document or any alteration, addition or deletion to any document which such attorney requires or deems proper in relation to this Assignment or any perfection, protection or enforcement action in connection therewith.

19.2 The Company hereby ratifies and confirms and agrees to ratify and confirm immediately upon request by the Lender the actions of the attorney appointed under Clause 19.1.

20. Costs and Expenses

- 20.1 The Company shall pay, on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Lender (including without limitation all amounts determined by the Lender to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Lender or any attorney, manager, agent or other person appointed by the Lender in connection with the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under, enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under assignment, release or discharge of this Assignment or actions, proceedings or claims in respect of this Assignment or the Charged Assets which costs, charges and expenses shall form part of the Secured Liabilities.
- 20.2 All amounts payable under Clause 20.1 shall bear interest at the Default Rate from the date the same are incurred, computed and compounded monthly.

21. Currency

- 21.1 The Lender may convert any monies received under this Assignment from their existing currency of denomination into such other currency or denomination as the Lender may think fit.
- 21.2 Any such conversion shall be effected at the prevailing spot selling rate of exchange for the Lender, as conclusively determined by the Lender, for such other currency against the existing currency.

22. Rights to Assign

- 22.1 The Lender may assign all or any of its rights under this Assignment.
- 22.2 The Assignor may not assign any of its rights or transfer any of its rights or obligations under this Assignment without the prior written consent of the Lender.

23. Communications

Each notice, consent and other communication in respect of this Assignment:

- 23.1 will be in writing (which includes by fax);
- 23.2 will be sent to the address or fax number most recently designated for this purpose by the recipient;
- 23.3 given to the Company will be effective when left at, or two Business Days after it is posted to, the relevant address or, in the case of a fax, on receipt by the Lender of a fax confirmation sheet; and
- 23.4 given to the Lender will be effective only on actual receipt by the Business Lending Services Department of the Lender or such other department as may be notified to the Company from time to time.

24. Miscellaneous

- 24.1 This Assignment may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment.

- 24.2 A person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the benefit of any terms of this Assignment.
- 24.3 Each party to this Assignment intends it to be a deed and confirms that it is executed and delivered as a deed in each case notwithstanding that any party may only execute it under hand.

25. Interpretation

- 25.1 In this Assignment:

"Assignment" means the deed of assignment created by this document;

"Business Day" means any day (excluding Saturdays, Sundays and bank holidays) on which banks are generally open in the City of London for the transaction of normal banking business;

"Companies Act" means the Companies Act 2006, as amended from time to time;

"Default Rate" means the rate specified in clause 8.3 (*Default Interest*) of the Facility Agreement;

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security;

"Facility Agreement" means the facility agreement dated 24 October 2018 and entered into between, amongst others, NGH Holdings Limited and the Lender;

"Intercreditor Agreement" shall have the meaning given to it in the Facility Agreement;

"Lender's Group" means the Lender, any subsidiary of it, any holding company of it and any subsidiary of its holding company (and such expression shall include FDC (as defined in the Facility Agreement));

"Permitted Encumbrances" means:

- (a) a security in favour of the Lender;
- (b) any Encumbrance arising by operation of law and in the ordinary and usual course of trading of the Company; and
- (c) an Encumbrance consented to in writing by the Lender;

"Policy" means the policy or policies of insurance, details of which are set out in Part 1 of the Schedule and **"Policies"** shall be construed accordingly;

"Rights" in relation to the Policy includes:

- (a) the right to receive all and any monies payable under the Policy;
- (b) all claims for damages for any breach of the Policy (other than by the Company);

- (c) the right to perform and observe the provisions of the Policy and to compel the performance and observance of the Policy;

"Senior Lender" shall have the meaning given to it in the Facility Agreement;

"subsidiary" and **"holding company"** shall have the meanings given to them in Section 1159 of the Companies Act and **"subsidiaries"** shall mean all or any of them, as appropriate;

- 25.2 without prejudice to any requirement to procure consent to the same the expressions "Company" and "Lender" include their successors, assignees and transferees;
- 25.3 without prejudice to any requirement to procure consent to the same, any reference to any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time.

26. Intercreditor Agreement

This Assignment is subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

27. Counterparts

This Assignment may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment.

28. Governing Law and Submission to Jurisdiction

- 28.1 The governing law of this Assignment is the law of England;
- 28.2 The Company irrevocably:
- 28.2.1 submits to the jurisdiction of the Courts of England; and
- 28.2.2 agrees that nothing in Clause 28.2.1 prevents the Lender taking proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude the Lender taking proceedings in any other jurisdiction.

IN WITNESS WHEREOF these presents are executed and delivered as a Deed on the date first above written.

SCHEDULE**Part 1****Policy Details**

Policy Owner	Insurance Company	Policy Number	Amount Insured
GeoSLAM Limited	Legal & General	0225287135	£1,500,000
GeoSLAM Limited	Legal & General	0225286616	£1,500,000

Part 2
Form of Notice

To: [Name and Address of Insurance Company]

Dear Sirs

BORROWER:
POLICY NO:

We, Birmingham City Council ("BCC") refer to the insurance policy taken out with you by ("the Company") as identified above ("the Insurance Policy"). We are writing to advise you of the terms of the charge over the Insurance Policy which has been given in favour of the Lender and to seek further details from you in relation to the Insurance Policy.

Intimation

By a Deed of Assignment dated ("the Assignment") between the Company and the Lender, the Company has assigned to the Lender its whole right, title and interest in and to the Insurance Policy, and all rights to make recovery under the Insurance Policy and all proceeds of the Insurance Policy recoverable by the Company. Accordingly, the Lender now gives you notice of the Assignment.

The Company, and not the Lender, will remain liable to perform all obligations assumed by the Company pursuant to the Insurance Policy and in particular to pay all premiums thereunder.

Questionnaire

1.	Do you have notice of any prior charge or lien on the Insurance Policy?	YES / NO (please delete as applicable)
2.	If the answer to question 1 is 'Yes', please provide details of the charge:
3.	Does the Insurance Policy have a surrender value?	YES / NO (please delete as applicable)
4.	If the answer to question 3 is 'Yes', please advise us of the current figure:	£.....
5.	Have all premiums been maintained and are they currently up to date with no arrears?	YES / NO (please delete as applicable)
6.	If the answer to question 5 is 'No', please provide details of the arrears:
7.	Do you have any additional requirements if the Lender requires to make a claim against the Insurance Policy?	YES / NO (please delete as applicable)

EXECUTION VERSION

8.	If the answer to question 7 is 'Yes', please provide details of the requirements:
9.	Have any withdrawals been made under the Insurance Policy?	YES / NO <i>(please delete as applicable)</i>
10.	If the answer to question 9 is 'Yes', please provide details of the withdrawal(s):

Yours faithfully

For and on behalf of
Birmingham City Council

Acknowledgement

Please confirm receipt of this letter by signing the acknowledgement and completing the brief questionnaire on the enclosed duplicate notice and returning it to the Lender at at your earliest convenience.

We,, acknowledge receipt of the above intimation and confirm that we will not permit withdrawals under the Insurance Policy without obtaining the Lender's prior written consent.

.....
For and on behalf of

Dated

This is an important document. You should take independent legal advice before signing and sign only when you fully understand the consequences and if you want to be legally bound.

SIGNED as a Deed by **GeoSLAM LIMITED**

acting by

Shelley Copley Director
(Print Full Name)

[Redacted Signature] Director
(Signature)

in the presence of:

[Redacted Signature] Witness

GRAHAM HUNTER Full Name

[Redacted Address] Address

The COMMON SEAL of

BIRMINGHAM CITY COUNCIL

was affixed to this Assignment

In the presence of:

This is an important document. You should take independent legal advice before signing and sign only when you fully understand the consequences and if you want to be legally bound.

SIGNED as a Deed by GeoSLAM LIMITED

acting by

(Print Full Name) Director

(Signature) Director

in the presence of:

Witness

Full Name

Address

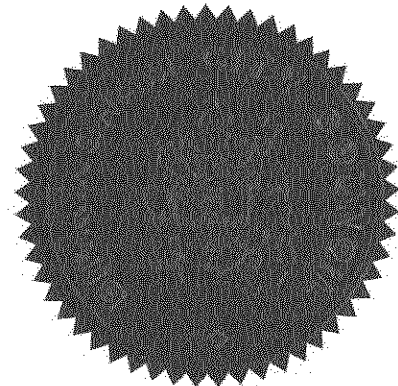
The COMMON SEAL of

BIRMINGHAM CITY COUNCIL

was affixed to this Assignment

In the presence of:

T. S. SLDH V
Authorised Signatory



139774