



Registration of a Charge

Company name: **CONSTANTINE LIMITED**

Company number: **00948446**

Received for Electronic Filing: **13/11/2013**



X2L1EEMP

Details of Charge

Date of creation: **06/11/2013**

Charge code: **0094 8446 0004**

Persons entitled: **LOMBARD NORTH CENTRAL PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Notification of addition to or amendment of charge.

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:

SY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 948446

Charge code: 0094 8446 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2013 and created by CONSTANTINE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th November 2013 .

Given at Companies House, Cardiff on 13th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Owner: Constantine Limited **Registered No:** 00948446

Lombard: Lombard North Central Plc

1. Owner's Obligations

The Owner will pay to Lombard on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to Lombard (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by Lombard, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by Lombard.
- 1.2 any expenses Lombard or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with:
 - 1.2.1 the **Property** charged by Clause 2. References to Property include any part of it.
 - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, gives to Lombard:

- 2.1 a fixed charge over the following property of the Owner, owned now or in the future:
 - 2.1.1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land.
 - 2.1.2 all plant and machinery, including any associated warranties and maintenance contracts.
 - 2.1.3 all the goodwill of the Owner's business.
 - 2.1.4 any uncalled capital.
 - 2.1.5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.
- A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.
- 2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.
 - 2.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments.
 - 2.2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by Lombard.

3. Restrictions

The Owner will not, without Lombard's consent:

- 3.1 permit or create any mortgage, standard security, charge or lien on the Property.
- 3.2 dispose of the Property charged by Clause 2.1.

- 3.3 dispose of the Property charged by Clause 2.2, other than in the ordinary course of business.
- 3.4 call on, or accept payment of, any uncalled capital.
- 3.5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 3.6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 3.7 dispose of, part with or share possession or occupation of any of its Land.

4. Property Undertakings

The Owner will:

- 4.1 permit Lombard at any time to inspect the Property.
- 4.2 keep all Property of an insurable nature comprehensively insured (including if requested by Lombard, terrorism cover) to Lombard's reasonable satisfaction for its full reinstatement cost. In default, Lombard may arrange insurance at the Owner's expense.
- 4.3 hold on trust for Lombard all proceeds of any insurance of the Property. At Lombard's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations.
- 4.4 where required by Lombard, deposit with Lombard all insurance policies (or copies where Lombard agrees), and all deeds and documents of title relating to the Property.
- 4.5 keep the Property in good condition.
- 4.6 not, without Lombard's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.
- 4.7 pay all the money the Owner receives in respect of book and other debts into the bank account specified by Lombard.

5. Conversion of Floating Charge to Fixed Charge

- 5.1 Lombard may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Owner will not dispose of the affected Property without Lombard's consent.
- 5.2 The floating charge will become a fixed charge if an administrator of the Owner is appointed.

6. Investigating Accountants

Lombard may require the Owner to appoint a firm of accountants to review its financial affairs, if:

- 6.1 any of the Owner's Obligations are not paid when due.
- 6.2 Lombard considers that the Owner has breached any other obligation to Lombard.
- 6.3 Lombard considers any information provided by the Owner to be materially inaccurate.

Any review required will take place within 7 days of Lombard's request (or longer if Lombard agrees). The firm, and the terms of reference, must be approved by Lombard. The Owner (and not Lombard) will be responsible for the firm's fees and expenses, but Lombard may make payment and the Owner will repay Lombard on demand.

7. Possession and Exercise of Powers

- 7.1 Lombard does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owner will continue in possession until Lombard takes possession.
- 7.2 Lombard may take possession and enforce this deed without further delay if:
 - 7.2.1 Lombard demands payment of any of the Owner's Obligations.
 - 7.2.2 the Owner asks Lombard, or Lombard receives notice of intention, to appoint an administrator or an administration application is made.
 - 7.2.3 a meeting is called or a petition is presented for liquidation of the Owner.
 - 7.2.4 any security is enforced in respect of any assets of the Owner.
- 7.3 Any purchaser or third party dealing with Lombard or a receiver may assume that Lombard's powers have arisen and are exercisable without proof that demand has been made.
- 7.4 Lombard will not be liable to account to the Owner for any money not actually received by Lombard.

8. Appointment of Receiver or Administrator

Lombard may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner. If Lombard appoints a receiver, Lombard may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not Lombard) will be responsible for the acts, defaults and remuneration of the receiver.

9. Powers of Lombard and Receivers

- 9.1 Lombard or any receiver may:
 - 9.1.1 carry on the Owner's business.
 - 9.1.2 enter, take possession of, and/or generally manage the Property.
 - 9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.
 - 9.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include land or property that is purchased by Lombard or a receiver under this power.
 - 9.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land.
 - 9.1.6 complete any transactions by executing any deeds or documents in the name of the Owner.
 - 9.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
 - 9.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
 - 9.1.9 call up any uncalled capital with all the powers conferred by the Owner's articles of association.
 - 9.1.10 employ advisers, consultants, managers, agents, workmen and others.
 - 9.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
 - 9.1.12 do any acts which Lombard or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 9.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations.

- 9.3 Joint receivers may exercise their powers jointly or separately.
- 9.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9.5 Lombard may exercise any of its powers even if a receiver has been appointed.
- 9.6 Lombard may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise Lombard will only exercise those rights as instructed by the Owner.
- 9.7 Lombard may set off any amount due from the Owner against any amount owed by Lombard to the Owner. Lombard may exercise this right, without prior notice, both before and after demand. For this purpose, Lombard may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 9.8 Any credit balance with Lombard will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. Lombard allowing the Owner to make withdrawals will not waive this restriction in respect of future withdrawals.

10. Application of Payments

- 10.1 Lombard may apply any payments received for the Owner to reduce any of the Owner's Obligations, as Lombard decides.
- 10.2 If Lombard receives notice of any charge or other interest affecting the Property, Lombard may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether Lombard suspends the account(s), any payments received by Lombard for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

11. Preservation of Other Security and Rights and Further Assurance

- 11.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by Lombard now or in the future. Lombard may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of Lombard's other rights.
- 11.2 On request, the Owner will execute any deed or document, or take any other action required by Lombard, to perfect or enhance Lombard's security under this deed.

12. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints Lombard, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

13. Consents, Notices and Demands

- 13.1 All consents, notices and demands must be in writing.
- 13.2 Lombard may deliver a notice or demand to the Owner at its registered office or at the contact details last known to Lombard.
- 13.3 A notice or demand signed by an official of Lombard will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.
- 13.4 A notice from the Owner to Lombard will be effective on receipt.

14. Transfers

Lombard may allow any person to take over any of its rights and duties under this deed. The Owner authorises Lombard to give that person or its agent any financial or other information about the Owner. References to Lombard include its successors.

15. Law

15.1 English law applies to this deed and the English courts have exclusive jurisdiction.

15.2 For the benefit of Lombard, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by
the Owner

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Director

Director/Secretary

Where only one Director signs, a witness is required

Signed by the Director in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

Date

06/11/13

**You must date
the document**

Signed for Lombard

[Redacted Signature]