



Registration of a Charge

Company Name: **MICROPRISE LIMITED**

Company Number: **02484017**



XACP5ILU

Received for filing in Electronic Format on the: **09/09/2021**

Details of Charge

Date of creation: **25/08/2021**

Charge code: **0248 4017 0003**

Persons entitled: **NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY**

Brief description:

Contains fixed charge(s).

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

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: **JAMIE STOCKER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2484017

Charge code: 0248 4017 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th August 2021 and created by MICROPRISE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th September 2021 .

Given at Companies House, Cardiff on 9th September 2021

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**

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING**Client:** MICROPRISE LIMITED**Registered No:** 02484017**Funder:** National Westminster Bank PLC of registered address 250 Bishopsgate, London EC2M 4AA**1. Client's Obligations**

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

- 1.1 **Interest** at the same rate as the Discounting Charge charged by the Funder, 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 the Funder.
- 1.2 any expenses the Funder 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 and references to **Land** are to any interest in heritable, freehold or leasehold land.
 - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Charge

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

- 2.1 a fixed charge over the following property of the Client, owned now or in the future:
 - 2.1.1 all Land vested in or charged to the Client, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land.
 - 2.1.2 all plant and machinery, including any associated warranties and maintenance contracts.
 - 2.1.3 all the goodwill of the Client's business.
 - 2.1.4 any uncalled capital.
 - 2.1.5 all stock, shares and other securities held by the Client 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 Client or by a Subsidiary of the Client. "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.
 - 2.1.8 all Fixed Charge Debts and their Related Rights.

Financed Debtor Debts has the meaning given to such term in a Debt Purchase Agreement.

Fixed Charge Debts means all Non-Vesting Financed Debtor Debts and all Non-Vesting Other Debts.

Non-Vesting Financed Debtor Debts means all Financed Debtor Debts purportedly assigned to the Funder pursuant to any Debt Purchase Agreement from time to time but which do not, for any reason vest absolutely and effectively in the Funder.

Non-Vesting Other Debts means any Debts (other than Financed Debtor Debts) purportedly assigned to the Funder pursuant to any Debt Purchase Agreement from time to time but which do not, for any reason vest absolutely and effectively in the Funder.

Related Rights has the meaning given to such term in a Debt Purchase Agreement.

- 2.2 a floating charge over all the other property, assets and rights of the Client 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 the Funder.

3. Restrictions

The Client will not, without the Funder'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 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 Client will:

- 4.1 permit the Funder at any time to inspect the Property.
- 4.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Funder, terrorism cover) to the Funder's reasonable satisfaction for its full reinstatement cost. In default, the Funder may arrange insurance at the Client's expense.
- 4.3 hold on trust for the Funder all proceeds of any insurance of the Property. At the Funder's option, the Client will apply the proceeds in making good the relevant loss or damage, or to reduce the Client's Obligations.
- 4.4 where required by the Funder, deposit with the Funder all insurance policies (or copies where the Funder agrees), and all deeds and documents of title relating to the Property.
- 4.5 keep the Property in good condition.
- 4.6 not, without the Funder'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 deal with all Fixed Charge Debts and their Related Rights as if they were debts that vested in the Funder under any Debt Purchase Agreement.

Debt Purchase Agreement means any debt purchase facility entered into between the Funder and the Client.

- 4.8 deal with all Debts in accordance with the terms of any Debt Purchase Agreement.

Debts has the meaning given to such term in a Debt Purchase Agreement.

5. Conversion of Floating Charge to Fixed Charge

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

6. Investigating Accountants

The Funder may require the Client to appoint a firm of accountants to review its financial affairs, if:

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

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

7. Possession and Exercise of Powers

- 7.1 The Funder 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 Client will continue in possession until the Funder takes possession.
- 7.2 The Funder may take possession and enforce this deed without further delay if:
 - 7.2.1 the Funder demands payment of any of the Client's Obligations.
 - 7.2.2 the Client asks the Funder, or the Funder 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 Client.
 - 7.2.4 any security is enforced in respect of any assets of the Client.
- 7.3 Any purchaser or third party dealing with the Funder or a receiver may assume that the Funder's powers have arisen and are exercisable without proof that demand has been made.
- 7.4 The Funder will not be liable to account to the Client for any money not actually received by the Funder.

8. Appointment of Receiver or Administrator

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

9. Powers of the Funder and Receivers

- 9.1 The Funder or any receiver may:
 - 9.1.1 carry on the Client'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 the Funder 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 Client.
 - 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 Client'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 the Funder 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 Client'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 The Funder may exercise any of its powers even if a receiver has been appointed.
- 9.6 The Funder 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 the Funder will only exercise those rights as instructed by the Client.
- 9.7 The Funder may set off any amount due from the Client against any amount owed by the Funder to the Client. The Funder may exercise this right, without prior notice, both before and after demand. For this purpose, the Funder 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 the Funder will not be repayable, or capable of being disposed of, charged or dealt with by the Client, until the Client's Obligations, both before and after demand, have been paid in full. The Funder allowing the Client to make withdrawals will not waive this restriction in respect of future withdrawals.
- 10. Application of Payments**
- 10.1 The Funder may apply any payments received for the Client to reduce any of the Client's Obligations, as the Funder decides.
- 10.2 If the Funder receives notice of any charge or other interest affecting the Property, the Funder may suspend the operation of the Client's account(s) and open a new account or accounts. Regardless of whether the Funder suspends the account(s), any payments received by the Funder for the Client after the date of that notice will be applied first to repay the Client'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 Client's Obligations held by the Funder now or in the future. The Funder 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 the Funder's other rights.
- 11.2 On request, the Client will execute any deed or document, or take any other action required by the Funder, to perfect or enhance the Funder'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 Client irrevocably appoints the Funder, and separately any receiver, to be the Client's attorney (with full power of substitution and delegation), in the Client'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 The Funder may deliver a notice or demand to the Client at its registered office or at the contact details last known to the Funder.
- 13.3 A notice or demand signed by an official of the Funder 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 Client to the Funder will be effective on receipt.

14. Transfers



The Funder may allow any person to take over any of its rights and duties under this deed. The Client authorises the Funder to give that person or its agent any financial or other information about the Client. References to the Funder 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 the Funder, the Client 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 Client and may be enforced against the Client in the courts of any other jurisdiction.

Date: Aug 25, 2021

Executed and Delivered as a deed by MICROPRISE LIMITED)	
)	Director Signature
)	
)	GRAHAM MARGETTS
)	Name (BLOCK CAPITALS)
)	
)	
)	Director/Secretary Signature
)	
)	Yvonne Margetts
)	Name (BLOCK CAPITALS)	

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of:

Witness' full name _____

Address including Postcode _____

Occupation _____

D.O.B _____

Note that, by typing your name above, you will be taken to have signed this document as a witness. By signing this document as witness, you confirm that (i) you were physically present and saw when the signatory electronically signed the contract; and (ii) you have applied your signature after the principal signatory has signed; and (iii) that you are over 18 years old and are independent from the signatory.

THE FUNDER

Signed for and on behalf of National Westminster Bank PLC

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