188453-13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

Laserform

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 MR08

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

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 court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form This will scanned and placed on the public record **Do not send the original**

TUESDAY

A4G0CYJ4
A20 15/09/2015 #347
COMPANIES HOUSE

07913.

1 Company details

Company number	0 2 8 1 4 4 3 1
Company name in full	Adare Limited

→ **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	d0 d3 m1 m0 y2 y0 y1 y4

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	HSBC Bank plc
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

#5584079v1\middc

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: Not applicable

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 ❶

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

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

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

#5584079v1\middc

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 the public record

Contact name MIDDC/15421-1358

Company name Addleshaw Goddard LLP

Address Sovereign House

Sovereign Street

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 1 H Q

Country United Kingdom

DX 12004 Leeds

Telephone 0113 209 2000

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 enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov uk

IN THE COUNTY COURT AT CENTRAL LONDON **Claim No: 4800 of 2015**

Before District Judge Lambert

IN THE MATTER OF ADARE LIMITED
AND IN THE MATTER OF THE COMPANIES ACT 2006

BETWEEN

HSBC BANK PLC

Claimant

-and-

ADARE LIMITED

Defendant

OFFICE COPY
CENTRAL LONDON
11 SEP 2015
COUNTY COURT

CENTRAL LONDON COUNTY COURT

~~Draft~~ ORDER

UPON THE APPLICATION by Part 8 Claim Form dated 14 July 2015

AND UPON READING the witness statement of Rebekah Jane Summerton together with Exhibit "RJS1" dated 7 July 2015 and the witness statement of Robert Whiteside dated 4 September 2015

And UPON the Court giving permission to amend the Claim Form to describe the Assignment fully and dispensing with reservice of the Amended Claim Form

AND UPON the Court being satisfied that the failure to register the Assignment dated 3 October 2014 granted by the Defendant in favour of the Claimant (the "**Assignment**") within 21 days after the date on which the Assignment was executed pursuant to Section 859A of the Companies Act 2006 (the "**Act**") was accidental and/or due to inadvertence and/or due to some other sufficient cause and/or that it is just and equitable to grant relief pursuant to Section 859F of the Act

IT IS ORDERED that

1 The time for delivery to the Registrar of Companies for registration of the Assignment be and is hereby extended to 21 days from the date of this Order

2 The Claimant do deliver a sealed copy of this Order together with a duly completed Form MR01 to the Registrar of Companies within 21 days of the date of this Order

3 This Order is without prejudice to the rights of any person acquired between the date of creation of the Assignment and the date of the actual registration

DATED the 10th day of September 2015

Order approved as amended
[illegible]

CENTRAL LONDON COUNTY COURT

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2814431

Charge code: 0281 4431 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2014 and created by ADARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th September 2015.

Given at Companies House, Cardiff on 21st September 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

SC 178257 3046

EXECUTION VERSION

Dated 3 October 2014

Adare Limited

to

HSBC Bank plc

WE HEREBY CERTIFY THAT THIS IS A TRUE COPY (AS REDACTED) OF THE ORIGINAL

Addleshaw Goddard LLP

DATE 14 September 2015
ADDLESHAW GODDARD LLP

ASSIGNMENT

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNMENT

This document is an Assignment of Rights arising under the Contract described in the Schedule You should sign this Assignment in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank official.

- This Assignment of Rights arising under the Contract is security for all your debts and/or your other liabilities to HSBC Bank as set out in this Assignment
- This means that only when you have repaid or discharged all your debts and/or your other liabilities, will HSBC Bank reassign the Rights to you
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank has granted to you or grants to you in the future They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank on your behalf
- This Assignment is separate from, and not limited by, any mortgage or guarantee which may already have been given to HSBC Bank or which may be given in the future
- This Assignment contains other terms which affect you

This Assignment is an important legal document. HSBC Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

Bank reference:

EXECUTION VERSION

Bank reference

THIS ASSIGNMENT made by deed the 3rd day of October 2014

BETWEEN Assignor Adare Limited Company number 02814431

("you")

and HSBC BANK PLC ("the **Bank**")

WITNESSES as follows

Meaning of certain words

1 (a) "the **Bank**" means HSBC Bank plc and any person who is entitled at any future date to exercise all or any of the Bank's rights under this Assignment

(b) "**you**" means the Assignor named above, and words such as "**your**", "**yours**", etc should be read in this way If there is more than one of you, the obligations under this Assignment apply to each of you individually as well as jointly

(c) "**Assignment**" means this Deed.

(d) "**Rights**" means the rights you have on the occurrence of a termination event or the ending of the agreement or agreements described in Schedule 1 to this Assignment ("the **Contract**")

The Main Subject Matter of this Assignment

2 This Assignment is continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the **Debt**")

3 The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank

This includes, but is not limited to.

(a) overdrafts, personal and other loans or facilities and further advances of money,

(b) guarantees and indemnities to the Bank and any of your other contingent liabilities,

(c) discount, commission and other lawful charges and expenses,

(d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement,

(e) money agreed to be paid by you under clause 20 below

4 The Debt does not include any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank

5 You agree that any of the Debt which is in Sterling is due and payable to the Bank on demand, unless the Bank has agreed otherwise.

Assignment and Reassignment

6 With full title guarantee, you, and if there is more than one of you, each of you, hereby assign the Rights to the Bank absolutely provided that if the Debt is repaid to the Bank and the Bank is no longer under any obligation to provide any loan, credit, financial accommodation or other facility to you, the Bank will reassign the Rights to you on your request

What you agree in relation to the Rights

Notices of Assignment

7 You agree that on or before executing this Assignment you will provide the Bank with the names and addresses of the other party or parties to the Contract in order to enable you and the Bank to give them notice in the form specified in Schedule 2 of this Assignment (or such other form as the Bank may specify) that the Rights have been assigned to the Bank and requiring that all and any monies which are or become payable in respect of the Rights shall thereafter be paid direct to the Bank and not to you

Obligations in respect of the Contract and the Rights

8 You must comply with all your obligations under the Contract and must not do or permit to be done anything which would or might have the effect of releasing, varying, altering, transferring, encumbering or interfering with the Rights in any way

About the Rights

9 You confirm to the Bank that you are the beneficial owner of the Rights free from any mortgage, lien, charge, pledge, security or other interest affecting them and that the Rights are now and will remain until such time as they are reassigned to you free from any mortgage, lien, charge, pledge, security or other interest affecting them other than this Assignment in favour of the Bank

10 You confirm to the Bank that at the execution of this Assignment you are not aware of any claim or proceedings current or threatened which might materially affect the Rights and you undertake that if you become aware of any claim or proceeding you will notify the Bank in writing immediately

11 You must use your best endeavours to enforce all rights you have in respect of the Rights and will do or permit to be done each and every thing which the Bank reasonably requires for the purpose of enforcing your rights in respect of the Rights

12 You will, if the Bank reasonably requires, provide to the Bank complete copies of the Contract and such other information as the Bank may reasonably require from time to time in relation to it

13 You must do everything necessary to help the Bank to:

(i) confirm or protect its interest in the Rights; and

(ii) exercise any of its rights under this Assignment.

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires

Mortgagee in Possession

14 The Bank shall not be accountable as a mortgagee in possession in respect of the Rights nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Rights and all costs, charges and expenses incurred by the Bank (including the costs of any proceedings in relation to this Assignment or the Debt) shall be paid by you on a full indemnity basis.

Power of Attorney

15 You, and if there is more than one of you, each of you, irrevocably appoint the Bank as your agent and attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank may think fit to·

a) collect and get in any monies due in respect of the Rights and for that purpose make demand and take legal proceedings,

b) sell or assign the benefit of the Rights,

c) make any compromise or arrangement in respect of the Rights;

d) do all such other acts and things as the Bank may consider to be incidental to or assist with any of the matters or powers set out above.

The Bank shall not be required to take any steps or institute any proceedings in connection with the Rights or the recovery of any monies in respect of them

16 This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971

Adjustments to Law of Property Act powers and restrictions

17 The Bank's rights and remedies under this Assignment are in addition to, and not in substitution for, any given by law

18. The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to this Assignment

Making good your defaults

19 If at any time you fail to comply with any of your obligations under this Assignment, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation

Payment of the Bank's Fees, Expenses and Costs

20 (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by the Bank in or incidental to this Assignment into effect or in the exercise of any rights, remedies or powers under this Assignment

(b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with the Bank and, once debited, will carry interest at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand.

Independence and duration of this Assignment

21 (a) This Assignment is in addition to, and independent of, any other security which the Bank may hold at any time for any of the Debt

(b) No prior security held by the Bank over the Rights shall merge with the security created by this Assignment

(c) This Assignment remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until the Bank reassigns the Rights to you

The Bank's powers to deal with Accounts and Money received

22 (a) If the Bank receives notice of any subsequent mortgage or other interest affecting the Rights, the Bank may open a new account or accounts for you If the Bank does not do so, then all payments made to the Bank after receipt of the notice (other than those expressly appropriated) shall be treated as having been credited to a new account in your name instead of reducing the Debt

(b) If the Bank has more than one account for you, and the Assignor fails to comply with any of its obligations under this Assignment, or the Bank receives any notice mentioned in (a) above, the Bank may at any time, without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. The Bank will notify you of the transfer

(c) If the Bank has any other mortgage or charge over the Rights, the Bank shall have an absolute discretion in the appropriation of any money received under this Assignment or under the other mortgage or charge

23 All money received by the Bank under or as a result of this Assignment may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in or towards discharge of the Debt

Waiver of set-off

24 You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt

Currency Conversion

25 The Bank may convert any money received under this Assignment from the currency in which it is received into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this clause to currency, include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency

Dealings with You and Third Parties

26 The Bank may at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you, or if there is more than one of you, any of you, or any other person, in respect of the Debt, or of any other security for it, without prejudice to this Assignment or the liability for the Debt

Notices, Governing Law and Jurisdiction

27 Any demand, notice or proceeding under this Assignment may be served·

(a) by letter, sent by first class post to, or left at, your last known address or registered office and if sent by post, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered, or

(b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission

Service on any one of you (where there is more than one of you) is deemed to be service on all of you Any demand or notice may be signed by any manager or officer of the Bank

28 (a) This Assignment (and any non-contractual obligations arising out of or in connection with it) shall be governed and construed in accordance with the laws of England.

(b) You and the Bank submit to the non-exclusive jurisdiction of the Courts of England

Disclosure of Information

29 You consent to the disclosure by the Bank of any information about you, this Assignment, the Contract, the Rights or the Debt to

(a) any person to whom the Bank proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Assignment or the Debt,

(b) any person with whom the Bank proposes to enter, or has entered, into any arrangements in respect of this Assignment or the Debt,

(c) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents, or

(d) any other person, if required or permitted by law to do so

Transfer of Rights

30 (a) The Bank may sell, assign or transfer its rights, benefits and obligations under this Assignment and the Debt to anyone at any time.

(b) If the Bank sells, assigns or transfers any or all of its rights, benefits and obligations, your own rights, benefits and obligations under this Assignment will stay exactly the same

(c) You will be bound to any person to whom the Bank sells, assigns or transfers any such rights That person will have the Bank's powers and rights, benefits and obligations so far as these are sold, assigned or transferred to that person

(d) The Bank will be released automatically from its obligations to you so far as that person assumes the Bank's obligations

(e) You will, at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any part of its rights under this Assignment

(f) You will not transfer all or any part of your rights under this Assignment without the prior written consent of the Bank

(g) In these Transfer of Rights provisions and in the Disclosure of Information provisions above.

(i) the term **transfer** means sale, assignment and/or transfer;
(ii) the term **rights** means rights, benefits and/or obligations, and
(iii) the term **person** means any person, trust, fund or other entity

The Bank's written consent and reasonable requirement

31 (a) Where the words "without the Bank's written consent" appear in any clause, the Bank will not unreasonably withhold consent You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect

(i) the Bank's security under this Assignment and the Bank's ability to enforce this Assignment,

(ii) the value of the Rights and the Bank's ability to collect any monies which may become payable in respect of them

(iii) the Bank's ability to recover the Debt, or

(iv) the assessment of the value of this Assignment as an asset of the Bank.

(b) Where the words "the Bank reasonably requires" appear in any clause, you agree that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in·

(i) the preservation of the Bank's security under this Assignment or the value of the Rights or

(ii) the Bank's ability to recover the Debt

Severance and Modification - Unenforceability

32 (a) If any of the clauses (or part of a clause) of this Assignment is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired

(b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents

(c) If this Assignment is unenforceable or otherwise ineffective against you, or if there is more than one of you, any of you, none of the rest of you will be released from your obligations under this Assignment

Interpretation

33 In this Assignment

(a) the headings are used for guidance only,

(b) any reference to a person includes a body corporate,

(c) any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force,

(d) references to the singular include the plural and vice versa

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by the Assignor and is now delivered on the date mentioned above

Schedule 1 referred to above

Contract

Commencement Date	Parties	Nature of Contract
The date of this Assignment	(1) Tollbrae Limited as Company, (2) The Companies listed in part 1 of schedule 1 therein (including the Assignor) as Original Clients, (3) The Companies listed in part 2 of schedule 1 therein (including the Assignor) as Original Guarantors, and (4) HSBC Invoice Finance (UK) Limited	Receivables Finance Facility Agreement relating to a £12,000,000 sterling facility

Schedule 2 referred to above

NOTICE OF ASSIGNMENT

TO

[date]

between and ("the Contract")

We, HSBC Bank plc ("the Bank") and ("the Assignor"), hereby give you notice that on the Assignor executed an Assignment in the Bank's favour of the rights which arise on the occurrence of a termination event under or the ending of the Contract

We understand that your consent is required to such an assignment

As a result of the Assignment, the benefit of all such rights are transferred to us and any monies that may arise on the occurrence of a termination event or the ending of the Contract should be paid to us

The Assignor is no longer permitted to do or agree anything which may release, vary, alter, transfer, encumber or interfere with the rights assigned to us.

Please confirm your consent to the said assignment and acknowledge receipt of this Notice by completing the duplicate enclosed and returning it to the Bank with a copy to the Assignor

Account Payment Details

Account Name Account Number Sort Code

Yours faithfully,

For and on behalf of HSBC Bank plc For and on behalf of

[ON DUPLICATE]

To HSBC Bank plc

I/We acknowledge receipt of a Notice on of which the above is a true copy and agree to pay the monies mentioned to the account held at HSBC Bank plc detailed in the said Notice

For and on behalf of

This Assignment is an important legal document. HSBC Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

Signed as a deed by **Adare Limited** acting by

Signature [redacted] Director

Name in Full ROBERT WHITESIDE
(Block letters)

Signature [redacted] Director/Secretary

Name in Full KEVIN HERBERT
(Block letters)

For and on behalf of HSBC Bank plc

[redacted]

For Bank Use Only

This Deed of Re-assignment

In this Deed the words used have the meanings given to them in the Assignment The Bank re-assigns

to the Rights which were assigned to the Bank under the Assignment

Signed as a deed and delivered this _____ day of _____

by _____ _____
(Block letters) *(Signature)*

as the attorney and on behalf of HSBC Bank plc
in the presence of

Full name of witness _____
(Block letters)

Signature of witness _____

Address

Occupation