



Registration of a Charge

Company name: **AAP3 LIMITED**

Company number: **03444435**



X66H1858

Received for Electronic Filing: **15/05/2017**

Details of Charge

Date of creation: **15/05/2017**

Charge code: **0344 4435 0010**

Persons entitled: **HSBC INVOICE FINANCE (UK) LTD**

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: **CHRISSI SHORT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3444435

Charge code: 0344 4435 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th May 2017 and created by AAP3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2017 .

Given at Companies House, Cardiff on 16th May 2017

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

AAP3 Limited

to

HSBC Invoice Finance (UK) Limited

Fixed Charge on Purchased Debts Which Fail to Vest

THIS CHARGE is made the 15 day of May 2017 BETWEEN

- (1) **AAP3 Limited**, a company registered in England and Wales with the number **3444435** (the "Client") and
- (2) **HSBC INVOICE FINANCE (UK) LTD** (a company registered in England and Wales with the number 759657) of Farncombe Road, Worthing, West Sussex BN11 2BW ("HIF" which expression shall include HIF's successors and assignees).

WITNESSES as follows:-

1. In this deed except where the context otherwise requires:

- (i) the following expressions shall have the meanings assigned to them below:

"Agreement"

the agreement for the purchase of debts dated on or before the date of this Deed and/or any supplement, variation or replacement for such agreement and made between (1) the Client and (2) HIF pursuant to which HIF has agreed to make certain receivables purchase facilities available to the Client;

"Charged Property"

the property of the Client charged in favour of HIF pursuant to clause 3;

"Obligations"

all monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Client to or in favour of HIF, present or future, actual or contingent, liquidated or unliquidated, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement or otherwise;

"Purchased Debt"

a Debt purchased or purported to be purchased by HIF pursuant to the Agreement;

- (ii) the singular shall include the plural and vice versa and any of the three genders shall include the other two;
- (iii) references to clauses and sub-clauses are references to clauses and sub-clauses of this deed;
- (iv) the meaning of general words introduced by the word "other" shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts, matters or things;
- (v) reference to any Act of Parliament shall be deemed to include such Act as amended or re-enacted from time to time or any order or regulation made thereunder; and
- (vi) the expression "Associated Rights", "Debt", and "Non-Notifiable Debt" shall have the meanings assigned to them in the Agreement, the expression "receiver" shall be construed in accordance with Section 29 of the Insolvency Act 1986 and the expression "administrator" shall have the meaning assigned to it in the Insolvency Act 1986

2. The Client will:

- (i) on demand fully discharge by payment to HIF, without any deduction or set-off, all or any monetary liabilities included in the Obligations; and
- (ii) duly perform all the Obligations other than monetary liabilities.

3. To secure payment and performance as provided for in clause 2, the Client, with full title guarantee, hereby charges in favour of HIF:

- (i) by way of fixed equitable charge, all Purchased Debts excluding Non-Notifiable Debts which fail to vest effectively and absolutely in HIF pursuant to the Agreement;
- (ii) by way of fixed equitable charge, all Associated Rights relating to those Purchased Debts charged to HIF in clause 3(i) above;
- (iii) by way of fixed equitable charge, all Purchased Debts comprising Non-Notifiable Debts, which fail to vest effectively and absolutely in HIF pursuant to the Agreement; and
- (iv) by way of fixed equitable charge, all Associated Rights relating to those Purchased Debts charged to HIF in clause 3(iii) above.

4. The Client hereby warrants that, except as hitherto disclosed to HIF in writing, it is capable of giving a full title guarantee in respect of all the Charged Property and that all the Charged Property is free from any charge or other encumbrance or trust and undertakes that, except with the prior written consent of HIF:
- (i) the Client shall not sell, mortgage, charge, pledge, assign, part with possession of or otherwise dispose of any of the Charged Property nor release, exchange, compound, set-off, grant time or indulgence in respect of any of the Charged Property except as expressly provided in this deed; and
 - (ii) the Client shall not enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with HIF and the sale of any Purchased Debt or other Debt by way of factoring, discounting or otherwise to any person other than HIF shall be deemed not to be in the normal course of business.
5. All provisions of the Agreement relating to the Purchased Debts shall apply to all the Purchased Debts hereby charged as if such provisions were set out herein in extenso and as if the ownership of all the Purchased Debts were vested in HIF pursuant to the Agreement.
6. The Client hereby irrevocably appoints HIF and the directors, authorised officers and the company secretary for the time being of HIF, and any receiver (appointed by virtue of an appointment in accordance with clause 8) to be the attorney of the Client, each acting alone or any number of them jointly and with full powers of substitution and delegation, to execute in the name of the Client such deeds and documents and to do such other things as may be requisite to perfect to HIF title to any of the Charged Property or to enable HIF to exercise any of its rights hereunder, including (without prejudice to the generality of the foregoing) its right to enforce payment of, collect or realise any of the Charged Property.
7. Section 103 of the Law of Property Act 1925 shall not apply to this security and (without prejudice to any of HIF's rights under the Agreement) HIF shall be entitled, on demand, to payment in full of all or any part of the monetary liabilities included in the Obligations and to exercise any or all of HIF's powers of possession and sale of and the appointment of a receiver over any or all of the Charged Property on the occurrence of any of the following events or at any time thereafter:
- (i) any breach of any of the Client's obligations and undertakings hereunder;
 - (ii) the failure of the Client to pay any monetary liability included in the Obligations when it is due to be paid;
 - (iii) any event which gives HIF the right to terminate the Agreement whether or not HIF shall have exercised such right;
 - (iv) the Client becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - (v) the levying or threat of execution or distress on any of the Client's property;
 - (vi) the appointment of a receiver or administrator of any part of the Client's income or assets;
 - (vii) the serving or threat of a garnishee order nisi on any debtor of the Client in relation to any judgment debt owing by the Client;
 - (viii) the presentation of a petition for the winding up of the Client or for an administration order in relation to the Client pursuant to the Insolvency Act 1986;
 - (ix) a proposal for a voluntary arrangement between the Client and its creditors whether pursuant to the Insolvency Act 1986 or otherwise;
 - (x) the Client ceasing, or threatening to cease, to carry on its business;
 - (xi) the calling by the Client of any meeting of its creditors.
8. (i) The power of appointing a receiver hereunder may be exercised in writing under the hand of any director or the company secretary for the time being of HIF or of any person authorised in writing by any of them. HIF may (subject to the provisions of Section 45(1) of the Insolvency Act 1986) in like manner remove any such receiver so appointed and (in the case of the removal or the vacation of office or death of any such receiver) appoint another person in the place of such receiver.

- (ii) Every receiver so appointed (whether or not he shall be an administrative receiver as defined in Section 29 of the Insolvency Act 1986) shall have all the powers contained in Schedule 1 to the Insolvency Act 1986 without any of the restrictions contained in the Law of Property Act 1925.
 - (iii) If two or more individuals shall hold office as receiver of the same item included in the Charged Property by virtue of an appointment in accordance with clause 8(i) such individuals shall have the right to exercise all or any of their powers severally as well as jointly.
- 9. Every receiver appointed in accordance with clause 8 shall, at all times, be the agent of the Client and the Client shall alone be responsible for all acts, defaults and omissions of such receiver and for the payment of all his remuneration, costs and expenses. HIF shall be under no liability to any such receiver for his remuneration, costs, expenses or in any other way whatsoever.
- 10. All monies received by any receiver appointed hereunder shall be applied (subject to the claims of any creditors having priority to this charge) for the following purposes in the following order:
 - (i) in payment of all costs, charges and expenses of and in relation to his appointment and the exercise of his powers and of any other expenses properly discharged by him;
 - (ii) in payment of his remuneration, as agreed between him and the person who appointed him;
 - (iii) in payment of any costs relating to the realisation of any property;
 - (iv) in or on account of the discharge of the Obligations, together with any interest for which provision is made herein; and
 - (v) in payment of any surplus to the Client.
- 11. All expenses, charges and costs of any nature whatsoever incurred by HIF in connection with the preparation or enforcement of this charge or in the exercise of any powers or right conferred on HIF hereby shall be payable by the Client on a full indemnity basis and any amount so payable shall be included in the Obligations.
- 12. If the Client shall fail to pay any monetary liability included in the Obligations when demanded, the Client shall pay interest thereon calculated at a rate equivalent to the discounting charge in force at the relevant time pursuant to the Agreement. Such interest shall be payable and compounded monthly and shall accrue daily, after as well as before any judgment, from the date when such liability is due until payment in full.
- 13. The security hereby created shall be additional to, and not in substitution for, any other security created or which may hereafter be created in respect of the Obligations and it shall be a continuing security and it shall not be considered to be satisfied in whole or in part by any intermediate payment by the Client.
- 14. Any duly authorised officer of HIF and any receiver appointed by HIF and any person authorised by such receiver shall have the right, at any time, to inspect or (following any event specified in clause 7) to take possession or copies of any records or documents of the Client on or by which any Purchased Debt is recorded or evidenced and for such purposes to enter upon any premises at which the Client carries on business and upon any other premises in which any part or all of such records and documents are, for the time being, kept or stored.
- 15. Neither this charge nor any of the Obligations shall be affected by any grant of any time or indulgence or the conclusion of any agreement not to sue or of any compromise or composition or the release of any other charge, lien or other security or any part thereof to or with the Client or any person, whether or not such person shall be jointly liable with the Client in respect of any of the Obligations, or by the failure of HIF to take, perfect or hold unencumbered any other security in respect of the Obligations.
- 16. HIF may at any time, in its entire discretion, without notice or other formality combine any two or more accounts held by it in the name of the Client.

17. HIF may at any time, in its entire discretion, transfer its rights and/or obligations hereunder to any other person. The Client may not transfer its rights or obligations hereunder without the express written consent of HIF, which HIF may withhold in its absolute discretion.
18. Any notice or demand required or permitted to be served or made by HIF on the Client hereunder shall be validly served or made if handed to any one of the Client's officers or if delivered or sent by post to the Client's registered office or to any address at which the Client carries on business, and if sent by post shall be deemed to be received within seventy-two hours of posting.
19. This deed shall be construed and take effect according to English law and the Client hereby submits to the non-exclusive jurisdiction of the English Courts. If any provision hereof shall be held to be invalid or unenforceable no other provision hereof shall be affected and all such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this document as a deed on the date first mentioned and in the manner described below:

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
AAP3 LIMITED)
by a director in the presence of a witness)

Signature

Name (block capitals)

Director

Witness signature:

Witness name:
(block capitals)

Witness address:
.....
.....

OR

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
AAP3 LIMITED)
by two directors or by)
one director and the secretary)

Signature

Name (block capitals) **M. WILKINSON**

Director

Signature

Name (block capitals) **M. DUNNE**

Director/Secretary

COPY RESOLUTION

(to be certified by the signature of the Chairman of the meeting of the directors at which the resolution was passed)

Company No. 3444435

AAP3 LIMITED ("Company")

1. The Chairman reported that notice of the meeting had been given to all those persons entitled to receive notice and, a quorum being present, the Chairman declared the meeting open.
2. There was produced to the meeting a form of charge to be entered into between HSBC Invoice Finance (UK) Limited ("**HIF**") and the Company (the "**Charge**").
3. After giving consideration to the requirements set out in sections 171 to 177 of the Companies Act 2006, it was unanimously agreed that the entry into and execution of the Charge was in the commercial interest of and for the benefit of the Company and was most likely to promote the success of the Company for the benefit of its members as a whole.
4. After careful consideration by the directors of the terms of the Charge and of the nature and scale of the liabilities undertaken by the Company under the Charge, it was unanimously resolved that:
 - (a) it was, in the good faith judgment of all the directors present, for the commercial benefit of the Company and was most likely to promote the success of the Company for the benefit of its members as a whole to enter into the Charge;
 - (b) the terms of and the transactions contemplated by the Charge be approved;
 - (c) the Charge should be executed on behalf of the Company as a deed;
 - (d) any two directors, or any director and the company secretary, or any director in the presence of an attesting witness ("**Authorised Signatories**") be authorised to execute and deliver the Charge as a deed for and on behalf of the Company and that (in either case) the same may be delivered to HIF with such amendments as the Authorised Signatories may agree with HIF;
 - (e) any one or more authorised signatory (as defined in section 44(3) of the Companies Act 2006) be authorised to approve and execute any further documents, certificates and notices to be signed and/or despatched by the Company under or in connection with the Charge; and
 - (f) a copy of this resolution be endorsed on the Charge.

Certified a true copy of this Resolution:



Signature of Chairman of board meeting

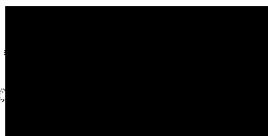
M. WILKINSON

Print Name of Chairman of board meeting

Tania Lovegrove

Signed as a Deed
by

as Attorney of
HSBC INVOICE FINANCE (UK) LIMITED
in the presence of:



Attorney

Witness signature:



Name:

MARIE RUMINSKI

Occupation:

Invoice Finance Official

Witness Address:

Farncombe Road
Worthing, West Sussex
BN11 2BW

