



Registration of a Charge

Company name: **DIGITAL RF LIMITED**

Company number: **04600711**



X4CBXE5C

Received for Electronic Filing: **24/07/2015**

Details of Charge

Date of creation: **20/07/2015**

Charge code: **0460 0711 0001**

Persons entitled: **FUNDING CIRCLE TRUSTEE LIMITED AS SECURITY AGENT FOR THE VARIOUS LENDERS**

Brief description: **THE BORROWER CHARGED AS CONTINUING SECURITY, WITH FULL TITLE GUARANTEE AND BY WAY OF FIXED CHARGE THE FOLLOWING PROPERTY OF THE BORROWER, OWNED NOW OR IN THE FUTURE: A) ALL LAND VESTED IN OR CHARGED TO THE BORROWER, ALL FIXTURES AND FITTINGS ATTACHED TO THAT LAND AND ALL RENTS RECEIVABLE FROM ANY LEASE GRANTED OUT OF THAT LAND; AND B) ALL INTELLECTUAL PROPERTY, LICENCES, CLAIMS, INSURANCE POLICIES, PROCEEDS OF ANY INSURANCE AND ANY OTHER LEGAL RIGHTS. DEFINITIONS: "LAND" MEANS ANY INTEREST OF THE BORROWER IN ANY HERITABLE, FREEHOLD OR LEASEHOLD LAND. "LENDERS" MEANS THOSE LENDERS THAT HAVE, FROM TIME TO TIME, LENT A SPECIFIC LOAN TO A BORROWER UNDER THE FUNDING CIRCLE PLATFORM ON THE CONDITIONS THAT THE LOAN IS SUPPORTED BY AN ALL ASSETS SECURITY AGREEMENT.**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **IRENE GOMEZ**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4600711

Charge code: 0460 0711 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2015 and created by DIGITAL RF LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2015 .

Given at Companies House, Cardiff on 27th July 2015

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**

FUNDING CIRCLE ALL ASSETS SECURITY AGREEMENT

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE LEGAL ADVICE AND ENSURE YOU FULLY UNDERSTAND IT BEFORE SIGNING.

Borrower:	DIGITAL RF LIMITED of WALFORD HOUSE, GENERALS LANE BOREHAM, CHELMSFORD, ESSEX, CM3 3HW, with company registration 04600711.
Borrower's Debt:	All of the Borrower's liabilities to the Lenders and the Security Holder (present, future, actual or contingent and whether incurred alone or jointly with another) and will include (i) Interest and (ii) Expenses.
Charged Property	All of the assets and property charged by Clause 2 of this deed
Expenses:	Costs and expenses the Security Holder, the Lenders or any receiver appointed by the Security Holder incurs (on a full indemnity basis and with Interest from the date of payment) in connection with taking, perfecting, protecting, enforcing or exercising any power under this deed or in connection with the Charged Property.
Interest:	Interest payable at the rate charged by the Lenders to the Borrower on the underlying loan and calculated before and after judgment on a daily basis.
Security Holder:	Funding Circle Trustee Limited (registered in England Wales with company number: 07239092 (as security agent on behalf of the Lenders)
Lenders:	Those lenders that have, from time to time, lent a specific loan to the Borrower under the Funding Circle platform on the condition that the loan is supported by this all assets security agreement
Subsidiary:	An entity controlled, directly or indirectly, by the Borrower or by a Subsidiary of the Borrower.

1. Borrower's Obligations

The Borrower will pay to the Security Holder on demand all of the Borrower's Debt when it becomes due.

2. Charge

The Borrower, as continuing security for the payment of the Borrower's Debt and with full title guarantee, gives to the Security Holder:

2.1 a fixed charge over the following property of the Borrower, owned now or in the future:

2.1.1 all Land vested in or charged to the Borrower, 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 Borrower's business.

2.1.4 any uncalled capital.

- 2.1.5 all stock, shares and other securities held by the Borrower at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.
- 2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.
- 2.2 a floating charge over all the other property, assets and rights of the Borrower 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 Security Holder.

3. Restrictions

The Borrower will not, without the Security Holder's consent:

- 3.1 permit or create any mortgage, charge, pledge or lien on the Charged Property.
- 3.2 dispose of the Charged Property.
- 3.3 dispose of the Charged Property, other than in the ordinary course of the Borrower's 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 Borrower 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. Charged Property Undertakings

The Borrower will:

- 4.1 permit the Security Holder (on behalf of the Lenders) at any time to inspect the Charged Property.
- 4.2 keep all Charged Property of an insurable nature comprehensively insured (including if requested by the Security Holder, terrorism cover) to the Security Holder's reasonable satisfaction for its full reinstatement cost. In default, the Security Holder may arrange insurance at the Borrower's expense.
- 4.3 hold on trust for the Security Holder all proceeds of any insurance of the Charged Property. At the Security Holder's option, the Borrower will apply the proceeds in making good the relevant loss or damage, or to reduce the Borrower's Debt.
- 4.4 where required by the Security Holder, deposit with the Security Holder all insurance policies (or copies where the Security Holder agrees), and all deeds and documents of title relating to the Charged Property.
- 4.5 keep the Charged Property in good condition.
- 4.6 not, without the Security Holder's consent, carry out any development on or make any alterations to any Land which requires planning permission or approval under building regulations.

5. Conversion of Floating Charge to Fixed Charge

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

6. Possession and Exercise of Powers

- 6.1 The Security Holder does not have an immediate right to possession of the Charged Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Charged Property). The Borrower will continue in possession until the Security Holder takes possession.
- 6.2 The Security Holder may take possession and enforce this deed without further delay if:
 - 6.2.1 the Lenders or the Security Holder demands payment of any of the Borrower's Debt in accordance with the relevant loan contract.
 - 6.2.2 the Borrower asks the Security Holder, or the Security Holder receives notice of intention, to appoint an administrator or an administration application is made.
 - 6.2.3 a meeting is called or a petition is presented for liquidation of the Borrower.
 - 6.2.4 any other security is enforced in respect of any assets of the Borrower.
- 6.3 Any purchaser or third party dealing with the Security Holder or a receiver may assume that the Security Holder's powers have arisen and are exercisable without proof that demand has been made.
- 6.4 The Security Holder will not be liable to account to the Borrower for any money not actually received by the Security Holder.

7. Appointment of Receiver or Administrator

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

8. Powers of the Security Holder and Receivers

- 8.1 The Security Holder or any receiver may:
 - 8.1.1 carry on the Borrower's business.
 - 8.1.2 enter, take possession of, and/or generally manage the Charged Property.
 - 8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.
 - 8.1.4 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 Charged Property include land or property that is purchased by the Security Holder or a receiver under this power.
 - 8.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Charged Property without restriction, including disposing of any fixtures separately from the Land.

- 8.1.6 complete any transactions by executing any deeds or documents in the name of the Borrower.
- 8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
- 8.1.8 insure the Charged Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
- 8.1.9 call up any uncalled capital with all the powers conferred by the Borrower's articles of association.
- 8.1.10 employ advisers, consultants, managers, agents, workmen and others.
- 8.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
- 8.1.12 do any acts which the Security Holder or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 8.2 A receiver may borrow and secure the repayment of any money, in priority to the Borrower's Debt.
- 8.3 Joint receivers may exercise their powers jointly or separately.
- 8.4 A receiver will first apply any money received from the Charged 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.
- 8.5 The Security Holder may exercise any of its powers even if a receiver has been appointed.
- 8.6 The Security Holder may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Charged Property. Otherwise the Security Holder will only exercise those rights as instructed by the Borrower.
- 8.7 The Security Holder may set off any amount due from the Borrower against any amount owed by the Security Holder to the Borrower. The Security Holder may exercise this right, without prior notice, both before and after demand. For this purpose, the Security Holder may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 8.8 Any credit balance with the Security Holder will not be repayable, or capable of being disposed of, charged or dealt with by the Borrower, until the Borrower's Debt, both before and after demand, have been paid in full. The Security Holder allowing the Borrower to make withdrawals will not waive this restriction in respect of future withdrawals.

9 Application of Payments

- 9.1 The Security Holder may apply any payments received for the Borrower to reduce any of the Borrower's Debt, as the Security Holder decides.
- 9.2 If the Security Holder receives notice of any charge or other interest affecting the Charged Property, the Security Holder may suspend the operation of the Borrower's account(s) and open a new account or accounts. Regardless of whether the Security Holder suspends the account(s), any payments received by the Security Holder for the Borrower after the date of that notice will be applied first to repay the Borrower's Debt arising after that date.

10. Preservation of Other Security and Rights and Further Assurance

- 10.1 This deed is in addition to any other security or guarantee for the Borrower's Debt held by the Security Holder now or in the future. The Security Holder 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 Security Holder's other rights.

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- 10.2 On request, the Borrower will execute any deed or document, or take any other action required by the Security Holder to perfect or enhance the Security Holder's security under this deed.

11. Power of Attorney

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

12. Consents, Notices and Demands

- 12.1 All consents, notices and demands must be in writing.
- 12.2 The Security Holder may deliver a notice or demand to the Security Holder at its registered office or at the contact details last known to the Security Holder.

13. Transfers

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

14. Law

- 14.1 English law applies to this deed and the English courts have exclusive jurisdiction.
- 14.2 For the benefit of the Security Holder and the Lenders, the Borrower 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 Borrower and may be enforced against the Borrower in the courts of any other jurisdiction.

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Date: 20-7-18 20

Executed and Delivered as a deed by


Borrower

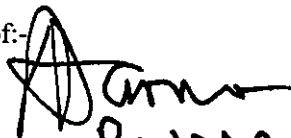
in the presence of:-

Witness' Signature

Witness' name in full

Address

Occupation


RICHARD JAMES HARMAN

169, NEW LONDON ROAD, CHELMFORD Essex

Chartered Accountant.

Handwritten text, possibly a signature or a list of items, located in the lower right quadrant of the page.