



Registration of a Charge

Company name: **ADLENS LTD**

Company number: **05288859**



X4KANY6I

Received for Electronic Filing: **16/11/2015**

Details of Charge

Date of creation: **11/11/2015**

Charge code: **0528 8859 0007**

Persons entitled: **LOMBARD NORTH CENTRAL PLC**

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: **GD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5288859

Charge code: 0528 8859 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2015 and created by ADLENS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2015 .

Given at Companies House, Cardiff on 17th November 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**

Charge of Deposit with Building Society/Another Bank (02/10)

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

Owner: Adlens Ltd **Registered No:** 05288859

Lombard: Lombard North Central Public Limited Company

Deposit: the deposit of £100,000 and all amounts in the future credited to **Account** number [REDACTED] with The Royal Bank of Scotland 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 incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Deposit or in 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 assigns to Lombard all rights to the Deposit.

3. Restrictions

The Owner will not, without Lombard's consent:

- 3.1 permit or create any mortgage, charge or lien on the Deposit;
- 3.2 dispose of or assign the Deposit; or
- 3.3 make any withdrawal from the Deposit. If Lombard consents to a withdrawal, that consent will not waive this restriction in respect of future withdrawals.

4. The Deposit

- 4.1 If the Account is changed, replaced or renamed, this deed will apply to any credit balance held on the new or renamed account. References to Deposit include any credit balance which derives (in whole or part) from the Deposit.
- 4.2 When requested, the Owner will deposit with Lombard any passbook or certificate relating to the Deposit or any other evidence of the Deposit from time to time.

5. Powers of Lombard

- 5.1 Lombard may collect and apply the Deposit to reduce the Owner's Obligations.
- 5.2 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.
- 5.3 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 a withdrawal will not waive this restriction in respect of future withdrawals.
- 5.4 Lombard may serve notice of this deed on any person to perfect the security.

6. Power of Attorney

To give effect to this deed and secure the exercise of any of Lombard's powers, the Owner irrevocably appoints Lombard 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.

7. Application of Payments

7.1 Lombard may apply any payments received for the Owner to reduce any of the Owner's Obligations, as Lombard decides.

7.2 If Lombard receives notice of any charge or other interest affecting the Deposit, 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.

8. Preservation of other Security and Rights and Further Assurance

8.1 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.

8.2 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.

9. Consents, Notices and Demands

9.1 All consents, notices and demands must be in writing.

9.2 Lombard may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to Lombard.

9.3 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.

9.4 A notice from the Owner to Lombard will be effective on receipt.

10. 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.

11. Possession and Exercise of Powers

11.1 Lombard does not have an immediate right to possession of the Deposit, and the Owner will continue in possession until Lombard takes possession. If Lombard makes a demand, Lombard may then take possession or exercise any of its other powers without further delay.

11.2 Any purchaser or third party dealing with Lombard may assume that Lombard's powers have arisen and are exercisable without proof that demand has been made.

11.3 Lombard will not be liable to account to the Owner for any money not actually received by Lombard.

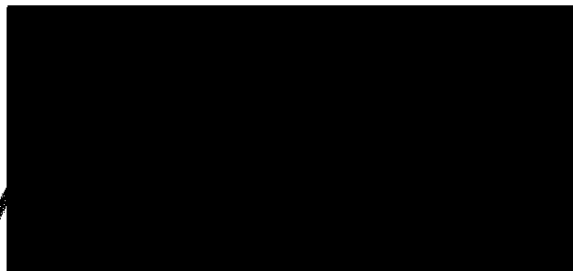
12. Law

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

12.2 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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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

01/11/2015

You must date
the document