



Registration of a Charge

Company name: **PHS GROUP LIMITED**

Company number: **05384799**



X5MG4KAY

Received for Electronic Filing: **23/12/2016**

Details of Charge

Date of creation: **20/12/2016**

Charge code: **0538 4799 0006**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **N/A**

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: **SHOOSMITHS LLP SOLICITORS FOR CHARGE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5384799

Charge code: 0538 4799 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2016 and created by PHS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2016 .

Given at Companies House, Cardiff on 28th December 2016

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 the Bank (02/10)

THIS DOCUMENT AND THE BANK'S SECURITY TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: PHS Group Limited

Registered No: 05384799

Bank: National Westminster Bank Plc

Deposit: the deposit of €2,250,000 and all amounts in the future credited to **Account** number [REDACTED] (also designated [REDACTED] with the Bank.

The Bank's Security Terms form part of this deed and are available to be read and printed online. To access the Terms go to www.natwest.com/terms and enter **sec0210** or a copy can be obtained from the Owner's Relationship Manager or the contact at the Bank who supplied this deed.

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank in relation to any letters of credit and/or bank guarantees issued from time to time by the Bank at the request of the Owner to such beneficiary as specified by the Owner (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Bank, 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 Bank.
- 1.2 any expenses the Bank 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 charges the Deposit to the Bank.

3. Powers of the Bank

- 3.1 The Bank may retain the Deposit and, without prior notice, apply or set off the Deposit to reduce the Owner's Obligations.
- 3.2 The Bank may serve notice of this deed on any party to perfect the security.

4. Restrictions

The Owner will not without the Bank's consent:

- 4.1 permit or create any mortgage, charge or lien on the Deposit.
- 4.2 dispose of or assign the Deposit.
- 4.3 make any withdrawal from the Deposit. The Bank allowing the Owner to make withdrawals will not waive this restriction in respect of future withdrawals.

5. The Deposit

- 5.1 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.
- 5.2 If the Deposit is for a fixed term and the Owner's Obligations remain outstanding on maturity then the Bank may transfer the Deposit to another account in the Owner's name with the Bank. The Bank will take note of any request by the Owner when selecting the account.

6. Law

English law applies to this deed.

Executed and Delivered as a deed by)
the Owner) Director
)
)
) Director/Secretary

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

201216

You must date
the document