



Registration of a Charge

Company name: **AGORA GYNAECOLOGY AND FERTILITY CENTRE LTD**

Company number: **05470318**



X98YT72R

Received for Electronic Filing: **10/07/2020**

Details of Charge

Date of creation: **02/07/2020**

Charge code: **0547 0318 0002**

Persons entitled: **NATIONAL WESTMINSTER BANK 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: **AN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5470318

Charge code: 0547 0318 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd July 2020 and created by AGORA GYNAECOLOGY AND FERTILITY CENTRE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2020 .

Given at Companies House, Cardiff on 13th July 2020

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: Agora Gynaecology and Fertility Centre Ltd **Registered No:** 05470318

Bank: National Westminster Bank Plc

Deposit: the deposit of [REDACTED] and all amounts in the future credited to **Account number** [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 (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 all rights to 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 any withdrawal(s) 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

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)
)



Where only one Director signs, a witness is required

Signed by the Director in the presence of:

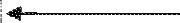
Witness' signature

Witness' name in full

Address

Occupation

Date 0 2 0 7 2 0



You must date
the document

BANK'S COPY**Resolution re Charge of Deposit with the Bank**

Extract from the Minutes of a Meeting of the Director(s) of Agora Gynaecology and Fertility Centre Ltd
Registered No: 05470318

"After considering all the circumstances and on being satisfied that it is (1) in the interests of the Company for the purpose of carrying on its business and (2) consistent with the Directors' duties to promote the success of the Company for the benefit of its members as a whole, **it was resolved** that a Charge of Deposit be granted to National Westminster Bank Plc (in the form produced and incorporating the standard Security Terms) to secure all the Company's liabilities to the Bank and that the Charge of Deposit be executed by the Company."

I certify that:-

1. the above is a true extract from the Minutes of a Meeting of the Director(s) of the Company at which (all appropriate interests having been declared) a quorum entitled to vote was present held on * 2.7.2020 and that a copy of the Charge of Deposit has been retained by the Company.
2. when the Charge of Deposit was signed on ** 2.7.2020 the signatory/ies to the Charge of Deposit held the capacity/ies stated below their signature(s).

Signature of Secretary _____

Date: *** 2.7.2020

* Insert date of Meeting

** Insert date of Signing of Charge of Deposit

*** Insert date of Signing of Resolution