

MR01

Particulars of a charge

Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original.**

SATURDAY



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07/02/2015

#73

COMPANIES HOUSE

For official use

1

Company details

Company number 0 5 8 0 2 9 3 5

Company name in full AFTERSHOCK PLC

→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 2 6 0 1 2 0 1 5

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name HABIB BANK AG ZURICH

160 BELGRAVE ROAD, LEICESTER LE4 5AU

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

Charge by way of first fixed charge of the credit balance and interest thereon from time to time with the bank (as defined in a Lien on Deposit dated 26 January 2015), in the account no 10196970 at the bank's Moorgate branch in the name of Aftershock Plc denominated in GBP & USD currency for the time being and as the same may be re-designated/re-numbered/re-deposited or converted into another currency or transferred to a margin account from time to time ("the Deposit")

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

P. Ross

X

This form must be signed by a person with an interest in the charge

MR01**Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name **Jayesh Soni**

Company name **Philip Ross Solicitors**

Address

Post town

County/Region **London**

Postcode

Country **UK**

DX **9012 West End**

Telephone **0207 636 6969**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5802935

Charge code: 0580 2935 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2015 and created by AFTERSHOCK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2015.

DX

Given at Companies House, Cardiff on 16th February 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Lien on Deposit/Set-off Arrangement

26/01/2015

To: HABIB BANK AG ZURICH
Moor Gate Branch

Full Address of the Branch

1. Covenant to Pay and Indemnity:

a) In consideration of your bank's provision of Credit/Banking facilities, as defined in Clause 5 below ("Facilities"), I/we irrevocably and unconditionally undertake that if my/our liability or purported liability to repay/discharge the facilities should be or become void or unenforceable or avoidable on any ground whatsoever (including illegality, irregularity, duress or lack of authority, any provision of bankruptcy or insolvency law) and whether or not this ground was known or ought to have been known to the bank, the facilities shall nevertheless be recoverable by the bank on demand and be paid forthwith on demand by me/us

b) I/We further undertake and agree as a separate and independent obligation that I/we shall indemnify, and keep indemnified, the bank, its Directors, Officers and Agents for any loss, cost and charges whatsoever by reason of provision of the Facility

2. Charge / Lien on Deposits:

a) I/We confirm that I/we, as beneficial owners, have deposits as defined in Clause 5 below (the "Deposit") with your bank in my/our name which I/we hereby charge by way of first fixed charge, to your bank as primary security for repayment of the Facilities and/or discharge of my/our liability to the Bank

b) I/We irrevocably authorise your bank, at any time and without any notice to me/us or any one of us, to appropriate whether by way of set-off or otherwise the Deposit in or towards discharge of my/our liability to the Bank and for the purpose of such appropriation, you may convert the Deposit currency to the currency of the Facility at your mid TT rate on the day of conversion. Further, you may at any time before such appropriation, transfer full or part amount of the Deposit to a margin account to further perfect the charge and undertakings hereby given. Your rights herein are in addition and without prejudice to any other security which the Bank may now or hereafter hold PROVIDED THAT you will first appropriate the charged Deposit towards discharge of my/our liability to the Bank, and any other security will be applied only towards adjusting the shortfall, if any

3. Restricted Repayment of Deposit and Negative Pledge:

a) Irrespective of the terms upon which the Deposit is made, the bank shall not be under any obligation to repay the Deposit until the Facilities shall have been fully repaid And my/our liabilities fully discharged. Where the Deposit would otherwise become payable under the terms upon which it was made, it shall not be paid by the Bank to me/us and the bank may, in its absolute discretion, re-deposit the amount together with interest

b) I/We shall not, without the bank's prior permission in writing, assign, mortgage, charge or otherwise deal with the Deposit or any part thereof, except in favour of or to the bank. I/We confirm that no rights of the bank under this Agreement shall be varied except in writing by the bank specifically referring to the Deposit and this Agreement and if the bank pays a part of the Deposit to me/us, such payment shall not be deemed to be a waiver of any rights, including rights as to the balance of the Deposit, of the bank

4. Applicable Law:

This document and its terms are to be interpreted in accordance with, and be subject to, English law and only English courts shall have jurisdiction over any proceedings in connection herewith and I/we irrevocably agree that the judgement in such proceedings shall be conclusive and may be enforced in the courts of any jurisdiction

5. Interpretation:

a) "Credit/banking Facilities" means any banking accommodation or facility including loan/overdraft/Margin/letter of credit/guarantee provided by the bank to me/us ("the customer") and includes credit facilities in account number 10196970 at its Moor Gate branch in the name of AFTERSHOCK PLC denominated in GBP & USD currency and includes any renewal, enhancement or replacement thereof and liabilities incurred hereafter which now or at any time may be due, owing or incurred by the customer to the bank anywhere whether singly or jointly with any other person or firm or corporation and in whatever currency denominated, together with the bank's interest, commission, charges, expenses and costs, including legal costs

Certified a true copy
of the original
Philip Ross

06/02/2015
DXT

b) "Deposit" means the credit balance and interest thereon from time to time with the bank, in the account number 16196970 at its MARGate branch in the name of

AFTERSHOCK PLC
denominated in GBP currency for the time being and as the same may be re-designated/re-numbered/re-deposited or converted into another currency or transferred to a margin account from time to time

c) References to "the Bank", "Customer" includes references to their respective successors and/or assignees whether immediate or derivative and where the deposit is held in more than one name, the term "We" means all of us or any one of us jointly and severally

6. **Independent Advice** : I/We have taken independent legal advice, and have voluntarily and freely executed this document after having been fully explained and having fully understood its meaning and scope of the risks.

For use by single individuals

SIGNED, dated and delivered as a deed by :

Full Name in BLOCK letters

Signature

For use by Joint Depositors

SIGNED, dated and delivered as a deed by :

Full Name in BLOCK letters (i)

Signature

Full Name in BLOCK letters (ii)

Signature

Full Name in BLOCK letters (iii)

Signature

For use by Limited Company

(Proper Resolution obtained two authorised Directors to sign)

SIGNED, dated and delivered as a deed by :

X DHEERAJ HARJANI
Full Name of the Director in BLOCK letters (i)

Signature

X RADHICA HARJANI
Full Name of the Director in BLOCK letters (ii)

Signature

The above Single / Joint / Company Depositor signed in the presence of (delete not applicable) :

Full Name of Witness in BLOCK letters (i)

Signature of Witness

Full Address of Witness

Occupation

Full Name of Witness in BLOCK letters (ii)

Signature of Witness

Full Address of Witness

Occupation

DA
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