

MR01

Particulars of a charge



Companies House

CC2231 / 22



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

☒ **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.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
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
scanned and placed on the public record. **Do not send the original**



A15

A5CS12VD

06/08/2016

#106

COMPANIES HOUSE

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 05874229

Company name in full Prestat Group Ltd

2 Charge creation date

Charge creation date 01/08/2016

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 William Keeling

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

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Particulars of a charge

4	Brief description	
Brief description	<p>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</p> <p>The Company charges by way of legal mortgage all freehold and leasehold properties (whether registered or unregistered) now or in the future owed by the Company or in which it has an interest The Company charges by way of fixed charge all its intellectual property whether it is registered or not and including applications to register, which are of a type which are not disposed of in the ordinary course of trading For more information refer to the debenture</p>	<p>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"</p> <p>Please limit the description to the available space</p>
5	Other charge or fixed security	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>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</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Bond Nicolson LLP</i> X</p>	
	<p>This form must be signed by a person with an interest in the charge</p>	

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 **Charlie Reid**

Company name **Bond Dickinson LLP**

Address **4 More London Riverside**

Post town **London**

County/Region

Postcode **S E 1 2 A U**

Country

DX

Telephone **020 7788 2314**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5874229

Charge code: 0587 4229 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2016 and created by PRESTAT GROUP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th August 2016

Given at Companies House, Cardiff on 15th August 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Execution Copy

We hereby certify this a true and complete copy of the original

Bond Dickinson LLP, 4 More London Riverside,
London, SE1 2AU

Signed Bond Dickinson LLP

Dated 4 August 2016

Dated 1 August 2016

Debenture

- (1) Prestat Group Ltd, as Chargor; and
- (2) William Keeling, as Chargee

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THIS DEBENTURE IS ENTERED INTO AS A DEED ON

1/8

2016 BETWEEN:

PARTIES

- (1) **William Keeling** of 6 Darlington Place, Bath BA2 6BX (the **Chargee**), and
- (2) **Prestat Group Ltd** (Company Number 05874229) whose registered office is at Unit 8 Powergate Business Park Volt Avenue, Park Royal, London, NW10 6PW (the **Chargor**)

BACKGROUND

- A. The Chargee has agreed, pursuant to the Facility Agreement, to make available a term loan facility to the Chargor on a secured basis
- B. Pursuant to this deed, the Chargor provides security to the Chargee for the repayment of the term loan facility made available under the Facility Agreement

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this deed the following expressions have the following meanings -

Administrator	an administrator appointed under the Insolvency Act 1986,
Business Days	a day (other than a Saturday or a Sunday) on which banks are open for general business in London,
Charged Property	the assets and undertaking mortgage or charged under clause 3,
Event of Default	has the meaning given to such defined term in the Facility Agreement,
Facility Agreement	the facility agreement dated on or about the date hereof between the Chargor and the Chargee for the provision of the term loan facility secured by this deed,
Finance Documents	has the meaning given to such defined term in the Facility Agreement,
Obligations	the monies, obligations and liabilities covenanted to be discharged or paid under clause 2,
Receiver	any person appointed as receiver, administrative receiver, manager or receiver and manager,
Rights	any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary,
Secured Liabilities	all monies, obligations and liabilities whatsoever (whether for principal, interest, costs, expenses or otherwise and in any currency) which may now be or at any time in the future (whether before or after demand) become due, owing or payable to the Chargee by the Chargor and whether owed jointly or severally, as principal or surety or in any other capacity (including, without limitation, under or in connection

with the Finance Documents), and

Security Interest has the meaning given to such defined term in the Facility Agreement

1 2 In this deed, each reference to -

1 2 1 "Charged Property" and "Obligations" includes a reference to any part of them or it,

1 2 2 a document (including any Finance Document) is a reference to that document as amended, restated, novated, supplemented or replaced,

1 2 3 a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it, and

1 2 4 the singular includes the plural and vice versa

1 3 Each Receiver is not a party to this deed. However, the rights conferred on them under this deed are enforceable by each of them under the Contracts (Rights of Third Parties) Act 1999. No other term of this deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone who is not a party to this deed.

2. SECURED LIABILITIES

2 1 The Chargor covenants to pay, discharge and perform the Secured Liabilities on demand made on or at any time after the due date for payment provided in the Finance Documents.

3. SECURITY

As a continuing security for the discharge and payment of the Secured Liabilities and with full title guarantee, the Chargor

3 1 charges to the Chargee by way of legal mortgage all freehold and leasehold properties (whether registered or unregistered) now or in the future owned by the Chargor, or in which the Chargor holds an interest,

3 2 charges to the Chargee by way of fixed charge all Rights which it now has and all of the Rights which it obtains at any time in the future in

3 2 1 plant, machinery, fixtures, fittings, vehicles, computers and equipment and any agreements relating to the purchase, lease or hire purchase of the same,

3 2 2 shares, debt or equity securities, warrants or options,

3 2 3 copyright, patents, trade-marks, trade names, service marks, business names (including internet domain names), design rights, database rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading,

3 2 4 monetary claims of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights connected with it,

3 2 5 all present and future bank accounts, cash at bank and credit balances of the Chargor,

3 2 6 all licences, consents and authorisations, statutory or otherwise held or required in connection with the Chargor's business or the use of any of its assets,

3 2 7 any contract entered into by the Chargor and designated as a key contract by the Chargee, and

3 2 8 goodwill and uncalled capital,

and in any Rights accruing to, derived from or otherwise connected with them (including insurances and proceeds of disposal and of insurances

3 3 charges to the Chargee, by way of floating charge, all its undertaking and present or future property, assets and rights wherever situate not from time to time effectively mortgaged or charged under clause 3 1 or 3 2 of this deed

4 FLOATING CHARGE

4 1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this deed

4 2 The Chargee may at any time by written notice to the Chargor convert the floating charge created by this deed into a fixed charge as regards any of the Charged Property specified in the notice and the floating charge created by this deed will, without notice from the Chargee, automatically be converted with immediate effect into a fixed charge -

4 2 1 in respect of any Charged Property which becomes subject to a fixed charge in favour of any other person,

4 2 2 in respect of any Charged Property if and when the Chargor ceases to carry on business as a going concern,

4 2 3 in respect of any Charged Property which is subject to any step by any third party to levy any distress, attachment, execution or other legal process on it, and

4 2 4 in respect of all the Charged Property on the making of an order for the compulsory winding-up of the Chargor, on the convening of a meeting for the passing of a resolution for the voluntary winding up of the Chargor or the taking of any steps (including the making of an application or the giving of any notice) by the Chargor or any other person for the appointment of an administrator in respect of the Chargor

4 3 Clause 4 2 will not apply solely by reason of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000

4 4 Any mortgage, fixed charge or other fixed security created by the Chargor in favour of the Chargee will have priority over the floating charge created by clause 3.3, unless the Chargee states otherwise on or after its creation

5. RESTRICTIONS

5 1 Without the prior written consent of the Chargee, the Chargor shall not create or permit to subsist any Security Interest on any of its assets and undertaking (whether present or future)

6. ENFORCEMENT

6 1 The Chargee may enforce the security constituted by this deed at any time after an Event of Default has occurred and is continuing

- 6 2 For the purposes of all powers implied by section 103 of the Law of Property Act 1925 and any other applicable legislation
- 6 2 1 the Secured Liabilities shall be deemed to have become due and payable,
- 6 2 2 this deed will become immediately enforceable on the date of this deed,
- 6 2 3 the powers of the Chargee and any Receiver to enforce the security created by this deed (including, without limitation, the power of sale and other powers under the Law of Property Act 1925) shall be exercisable at any time after the date of this deed
- 6 3 At any time after an Event of Default has occurred and is continuing or if requested by the Chargor, the Chargee may
- 6 3 1 appoint in writing, insofar as permitted by law, any person or persons to be a Receiver of all or any of the Charged Property or an Administrator or Administrators and the security created by this deed shall in any of such events become immediately enforceable, and/or
- 6 3 2 exercise all or any of the powers conferred by clause 7 1 whether as the Chargor's attorney or not, without first appointing a Receiver or notwithstanding any such appointment
- 6 4 The Chargee may, to the extent permitted by law remove a Receiver or Receivers from all or any part of the Charged Property of which he or they are the Receivers, fix and pay the fees of a Receiver and substitute any Receiver, but any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts, defaults and remuneration
- 6 5 Once a Receiver is appointed, the Chargee will not be precluded from making any subsequent appointment of a Receiver over any Charged Property, whether or not any Receiver previously appointed continues to act
- 6 6 If the Chargee enters or takes possession of the Charged Property, the Chargee will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Chargee and if the Chargee or any Receiver takes possession of the Charged Property it or he may at any time relinquish such possession
- 6 7 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed
- 6 8 To the extent that this deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (the "Regulations")), the Chargee shall have the right (at any time after this deed has become enforceable) to appropriate any Charged Property which constitutes "financial collateral" (as defined in the Regulations) in or towards satisfaction of the Obligations in accordance with the Regulations

7 RECEIVERS AND ADMINISTRATORS

- 7 1 Any Receiver appointed by the Chargee shall be a receiver and manager and shall have the powers specified in schedule 1 to the Insolvency Act 1986 and the following powers exercisable upon such terms and conditions as he thinks fit -
- 7 1 1 to take possession of and generally to manage the Charged Property,
- 7 1 2 to sell, lease, licence, surrender or accept surrenders of leases and deal with or dispose of the Charged Property without restriction including power to dispose of any fixtures separately from the land,

- 7 1 3 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor,
 - 7 1 4 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise,
 - 7 1 5 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise, and
 - 7 1 6 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Property
- 7 2 In the case of joint Receivers and Administrators any power may be exercised jointly or severally
- 7 3 Any moneys received under the powers conferred by this deed will, subject to the payment or repayment of any prior claims, be paid or applied in the following order of priority -
- 7 3 1 in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Chargee and/or the Receiver or Administrator including the remuneration of any Receiver or Administrator,
 - 7 3 2 in or towards satisfaction of the Obligations in whatever order the Chargee may require,
 - 7 3 3 as to the surplus (if any) to the person(s) entitled to it
- provided that the Receiver or Administrator may retain any moneys in his hands for so long as he thinks fit and the Chargee may, without prejudice to any other rights it may have at any time and from time to time place and keep for such time as the Chargee may think fit any moneys received, recovered or realised under or by virtue of this deed to or at a separate or suspense account to the credit either of the Chargor or of the Chargee as the Chargee thinks fit without any intermediate obligation on the Chargee's part to apply such moneys or any part of such moneys in or towards the discharge of the Obligations
- 7 4 Subject to clause 7 3, any moneys received or realised by the Chargee from the Chargor or a Receiver under this deed or any Administrator may be applied by the Chargee to any item of account or liability or transaction in such order or manner as the Chargee may determine

8. POWER OF ATTORNEY

The Chargor by way of security irrevocably appoints the Chargee and any Receiver or Administrator severally to be the attorney for the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by the Chargee or any Receiver or Administrator pursuant to this deed or the exercise of any of their powers

9. SET-OFF

The Chargee shall be entitled at any time or times without notice (both before and after demand) to set off any liability of the Chargor to the Chargee against any liability of the Chargee to the Chargor (in either case whether actual or contingent, present or future and irrespective of the currency or place of payment) and may for such purpose convert or exchange any currency

10. PROTECTION OF SECURITY

This deed is in addition to any other rights or security, present or future, held by the Chargee from the Chargor or any other person for the Obligations. Such rights or security may be enforced in whatever order the Chargee decides.

11. FURTHER ASSURANCE

The Chargor will at its own cost at the Chargee's or any Receiver's request execute any deed or document and take any action required by the Chargee or any Receiver to perfect or protect this security or its priority (including the service of any notice required by the Chargee in the form provided by the Chargee) or further to secure on the Charged Property the Obligations or for facilitating the realisation of the Charged Property or the exercise of any rights or powers of the Chargee or any Receiver.

12. CERTIFICATES

In any proceedings relating to this deed, a statement signed by the Chargee as to the amount due or owing from the Chargor shall be conclusive evidence against the Chargor, except in the case of obvious error.

13. PRIOR CHARGES

If there is any charge which ranks in priority to the security created by this deed and the person with the benefit of such charge does anything to enforce that charge, the Chargee, any Administrator or any Receiver may repay the monies owed under that charge or arrange for such charge to be transferred to the Chargee.

14. NOTICES

- 14.1 All notices may be delivered by hand, sent by first class post to the recipient's address as shown above, or by e-mail to such address as the parties may notify each other from time to time. A notice shall be deemed to have been received by the relevant party on receipt at the relevant address.

15. LAW AND JURISDICTION

- 15.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 15.2 The Chargor irrevocably submits to the non-exclusive jurisdiction of the English courts.

16. INDEMNITY

The Chargor will indemnify the Chargee on demand against any loss or expense (including legal fees) sustained or incurred as a result either of a failure by the Chargor to perform any of its obligations under this deed or of any representation or warranty made in this deed having been incorrect when made.

17. WAIVER

No failure to exercise or any delay in exercising any right or remedy under this deed shall operate as a waiver of it or of any other right or remedy under it.

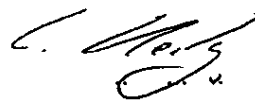
18. SEVERANCE

If any provision of this deed shall be found by any court or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this deed which remain in full force and effect to the extent permitted by law

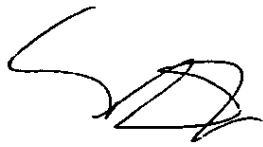
This deed is executed and delivered as a deed on the date given on page 1

EXECUTION PAGE

**EXECUTED as a deed by
WILLIAM KEELING**

) 

in the presence of



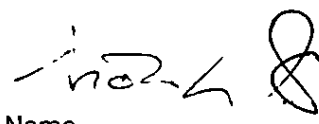
Name of witness

JEFFREY COOPER

Address

24 HULBROOK GARDENS
ALDENHAM
W1225 8AB

**EXECUTED for and on behalf of
PRESTAT GROUP LTD**

) 
Name
Director

in the presence of



Name of witness

Address

JEFFREY COOPER

24 HULBROOK GARDENS
ALDENHAM
W1225 8AB.