



Registration of a Charge

Company name: **ABLEFORM LIMITED**

Company number: **06068293**

Received for Electronic Filing: **11/08/2014**



X3E1WER7

Details of Charge

Date of creation: **31/07/2014**

Charge code: **0606 8293 0001**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

NIGEL CORKER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6068293

Charge code: 0606 8293 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2014 and created by ABLEFORM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2014 .

Given at Companies House, Cardiff on 11th August 2014

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

Debenture Company (0910)

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING**Owner:** Ableform Limited Registered No: 06068293**Bank:** The Royal Bank of Scotland plc**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 or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:

- 1.2.1 the **Property** charged by Clause 2. References to Property include any part of it.

- 1.2.2 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, gives to the Bank:

- 2.1 a fixed charge over the following property of the Owner, owned now or in the future:
 - 2.1.1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land.

- 2.1.2 all plant and machinery, including any associated warranties and maintenance contracts.

- 2.1.3 all the goodwill of the Owner's business.

- 2.1.4 any uncalled capital.

- 2.1.5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.

A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.

- 2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.

- 2.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments.

- 2.2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank.

3. Restrictions

The Owner will not, without the Bank's consent:

- 3.1 permit or create any mortgage, standard security, charge or lien on the Property.

- 3.2 dispose of the Property charged by Clause 2.1.

7.	Possession and Exercise of Powers	
7.1	The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owner will continue in possession until the Bank takes possession.	
7.2	The Bank may take possession and enforce this deed without further delay if:	
7.2.1	the Bank demands payment of any of the Owner's Obligations.	
7.2.2	the Owner asks the Bank, or the Bank receives notice of intention, to appoint an administrator or an administrator application is made.	
7.2.3	a meeting is called or a petition is presented for liquidation of the Owner.	
7.2.4	any security is enforced in respect of any assets of the Owner.	
7.3	Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.	
7.4	The Bank will not be liable to account to the Owner for any money not actually received by the Bank.	
8.	Appointment of Receiver or Administrator	
	The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner. If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.	
9.	Powers of the Bank and Receivers	
9.1	The Bank or any receiver may:	
9.1.1	carry on the Owner's business.	
9.1.2	enter, take possession of, and/or generally manage the Property.	
9.1.3	complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.	
9.1.4	purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include land or property that is purchased by the Bank or a receiver under this power.	
9.1.5	sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land.	
9.1.6	complete any transactions by executing any deeds or documents in the name of the Owner.	
9.1.7	take, continue or defend any proceedings and enter into any arrangement or compromise.	
9.1.8	insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.	
9.1.9	call up any uncalled capital with all the powers conferred by the Owner's articles of association.	
9.1.10	employ advisers, consultants, managers, agents, workmen and others.	
9.1.11	purchase or acquire materials, tools, equipment, furnishings, goods or supplies.	
9.1.12	do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.	

14. Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

15. Law

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

15.2 For the benefit of the Bank, 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

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

You must date
the document

Date 02 OCT 2014

Signed for the Bank

[Redacted signature]