



Companies House

MR01(ef)

Registration of a Charge

Company name: **1001 INVENTIONS LIMITED**

Company number: **06634085**

Received for Electronic Filing: **25/04/2013**



Details of Charge

Date of creation: **25/04/2013**

Charge code: **0663 4085 0002**

Persons entitled: **JAMEEL GLOBEPHIL COMPANY LIMITED**

Brief description: **ALL LAND (INCLUDING BUILDINGS), SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY REGISTERED (OR REQUIRED TO BE REGISTERED) IN THE UK PRESENTLY HELD, OR SUBSEQUENTLY ACQUIRED, BY THE COMPANY (1001 INVENTIONS LIMITED).**

Contains fixed charge(s).

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

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:

NORTON ROSE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6634085

Charge code: 0663 4085 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th April 2013 and created by 1001 INVENTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2013 .

Given at Companies House, Cardiff on 25th April 2013



Companies House




THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Confidential

I certify that, save for material redacted pursuant to s. 8594 of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

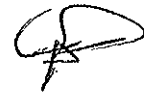
Execution Version


ALEX LOTT
TRAINEE SOLICITOR
NORTON ROSE (MIDDLE EAST) LLP
25 April 2013

NR

Dated

25th  April 2013



1001 INVENTIONS LIMITED

as Chargor

JAMEEL GLOBEPHIL COMPANY LIMITED

as Chargee


FIXED AND FLOATING CHARGE

^NORTON ROSE



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NR Deed dated 25th April 2013 

PARTIES

Chargor 1001 Inventions Limited
Chargee Jameel Globephil Company Limited

SUMMARY

Chargor 1001 Inventions Limited
Chargee Jameel Globephil Company Limited
Charged Assets all assets of the Chargor from time to time
Secured Obligations all liabilities owed by the Chargor to the Chargee under the Facility Agreement.
Type of security fixed and floating charges
Law English law

IT IS AGREED as follows:



Interpretation

1 Definitions and interpretation

Definitions

1.1 In this Deed:

Administrator means one or more administrators appointed, or to be appointed, under this Deed

Charged Assets means the Fixed Charge Assets and the Floating Charge Assets

Chargee Security means the Security created by this Deed

Enforcement Time means any time at which:

- (a) any amount owing by the Chargor to the Chargee is payable but has not been paid;
- (b) an Event of Default has occurred and is continuing; or
- (c) any step is being taken by any person to put the Chargor into administration

Event of Default has the meaning given to it in the Facility Agreement

Facility Agreement means the facility agreement dated at about the same date as this Deed between the Chargor and the Chargee

Finance Documents means:

- (a) the Facility Agreement; and
- (b) this Deed.

Fixed Charge Assets means those assets which are from time to time the subject of clause 3.2

Floating Charge Assets means those assets which are from time to time the subject of clause 3.3

Insolvency Event, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or

- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation

Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else

Officer, in relation to a person, means any officer, employee or agent of that person

Receiver means a Specific Receiver

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

Secured Obligations means the Obligations undertaken to be paid or discharged in clause 2 (*Payment of Secured Obligations*)

Security means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;

Specific Receiver means one or more receivers or managers appointed, or to be appointed, under this Deed who is not an administrative receiver

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999



Interpretation

1.2 In this Deed:

- (a) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (b) references to clauses and schedules are to clauses of, and schedules to, this Deed;
- (c) references to the Facility Agreement, any Finance Document or any other document are to that document as from time to time amended, restated, novated or replaced, however fundamentally;
- (d) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
- (e) references to a person include its successors in title, permitted assignees and permitted transferees;
- (f) words importing the plural include the singular and vice versa; and
- (g) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Chargee, after consultation with the Chargor, determines to be necessary in order to preserve the intended effect of this Deed.

1.3 Where this Deed imposes an obligation on the Chargor to do something if required or requested by the Chargee, it will do so as soon as practicable after it becomes aware of the requirement or request.

1.4 It is intended that this document takes effect as a deed even though the Chargee may only execute it under hand.

1.5 This Deed may be executed in counterparts.

1.6 The provisions of any other Finance Document relating to:

- (a) any disposition of an interest in land; or
 - (b) any obligation of the Chargee to make further advances,
- are deemed to be incorporated in this Deed.

1.7 Where a definition of a type of asset in clause 1.1 contains a number of categories, each category will be construed as separate from each other category.

Parties and third parties

- 1.8 The Chargee is a party to this Deed.
- 1.9 Each Receiver and each Officer of the Chargee or a Receiver are not parties to this Deed. However, the Rights conferred on them under this Deed are enforceable by each of them under the Third Parties Act.
- 1.10 No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a party to this Deed.
- 1.11 The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party. However, they must obtain consent if the termination or variation adversely affects the Rights of a Receiver or of an Officer of the Chargee or a Receiver under this Deed, but only to the extent that it has notified the Chargee that it intends to enforce that clause at the time of the termination or variation.



Security

2 Payment of Secured Obligations

- 2.1 The Chargor will pay or otherwise discharge all Obligations from time to time owing by it to the Chargee under the Facility Agreement when they become due for payment or discharge.

3 Charges

- 3.1 The charges contained in this clause 3:

- (a) are given to the Chargee;
- (b) secure the payment and discharge of the Secured Obligations; and
- (c) are given with full title guarantee.

- 3.2 The Chargor charges, by way of first fixed charge, its undertaking and all its present and future assets.

- 3.3 The Chargor charges, by way of first floating charge, its undertaking and all its present and future assets other than those effectively charged under clauses 3.2.



Enforcement

4 Enforcement

Time for enforcement

- 4.1 The Chargee may enforce the Chargee Security at any time which is an Enforcement Time or if the Chargor requests it to do so.

Methods of enforcement

- 4.2 The Chargee may enforce the Chargee Security by:
- (a) appointing an Administrator of the Chargor;
 - (b) appointing a Specific Receiver of assets of the Chargor;
 - (c) going into possession of, receiving the benefit of, or selling assets of the Chargor, giving notice to the Chargor or any other person in relation to any assets of the Chargor, exercising a right of set-off or in any other way it may decide; or
 - (d) taking any other action it may decide in any jurisdiction other than England.
- 4.3 An Administrator must be appointed in accordance with the Insolvency Legislation.
- 4.4 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation.
- 4.5 The appointment of a Receiver may be made subject to such limitations as are specified by the Chargee in the appointment.
- 4.6 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Chargee may specify to the contrary in the appointment.
- 4.7 Subject to the Insolvency Legislation, the Chargee may remove or replace any Receiver.
- 4.8 If required by the Insolvency Legislation, an Administrator or Receiver must be a person qualified to act as such under it.

Powers on enforcement

- 4.9 An Administrator will have the powers given to him by the Insolvency Legislation.
- 4.10 A Specific Receiver will have:

- (a) the powers given to him by the Insolvency Legislation;
- (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act; and
- (c) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and the Chargor were not in insolvency proceedings,

in respect of the assets over which he is appointed.

4.11 The Chargee will, if it enforces the Chargee Security itself, have the same powers as a Specific Receiver in respect of the assets which are the subject of the enforcement.

4.12 Except to the extent provided by law, none of the powers described in this clause 4 will be affected by an Insolvency Event in relation to the Chargor.

Status and remuneration of Receiver

4.13 A Receiver will be the agent of the Chargor until the Chargor goes into liquidation. He will have no authority to act as agent for the Chargee, even in the liquidation of the Chargor.

4.14 The Chargee and the Chargor, acting jointly, may from time to time determine the remuneration of any Receiver.

Third parties

4.15 A person dealing with the Chargee or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

5 Application of proceeds

All money received by the Chargee or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Chargee Security) will, subject to the rights of any persons having priority, be applied in the following order of priority:

- (a) first, in or towards payment of all amounts payable to the Chargee, any Receiver or their Officers and all remuneration due to any Receiver under or in connection with the Chargee Security;
- (b) secondly, in or towards payment of the Secured Obligations; and

(c) thirdly, in payment of any surplus to the Chargor or other person entitled to it.



Miscellaneous

6 Duration of the security

- 6.1 The Obligations of the Chargor under the Finance Documents and the security created by the Chargee Security will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.

7 Severability

- 7.1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

8 Notices

- 8.1 Any notice or other communication to a party to this Deed must be in writing. It must be addressed for the attention of such person, and sent to such address or fax number as that party may from time to time notify to the other parties.
- 8.2 It will be deemed to have been received by the relevant party on receipt at that address or fax number.
- 8.3 The initial administrative details of the parties are contained in Schedule 1 (*Initial administrative details of the parties*) but a party may amend its own details at any time by notice to the other party.
- 8.4 Any notice to the Chargor may alternatively be sent to its registered office or to any of its places of business or to any of its directors or its company secretary; and it will be deemed to have been received when delivered to any such places or persons.

9 Law and jurisdiction

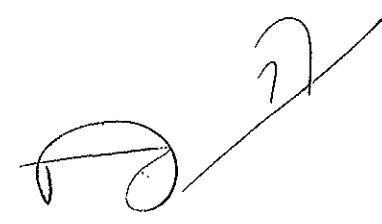
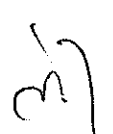
- 9.1 This Deed and any non-contractual obligations connected with it are governed by English law.
- 9.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- 9.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.



Schedule 1
Initial administrative details of the parties

Party	Address	Fax number	Attention
Chargor	3 MORE LONDON RIVERSIDE, LONDON, SE1 2AQ, UNITED KINGDOM		
Chargee	15 ESPLANADE, ST HELIER, JE1 1RB, JERSEY		



SIGNATORIES

The Chargor

Executed as a DEED by

1001 INVENTIONS LIMITED

acting by:



Director

in the presence of:



Name of witness: *ALEX LOTT*

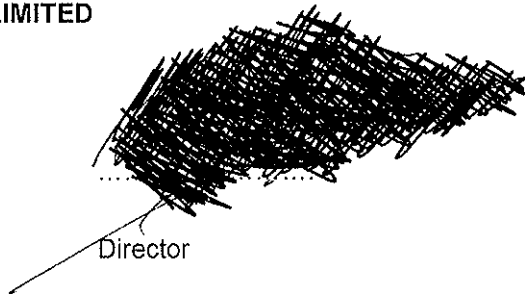
Address: *NORTON ROSE (MIDDLE EAST) LLP
4th floor, Gate Precinct Building 3, DIFC
PO Box 103747, Dubai, UAE*

The Chargee

Executed as a DEED by

JAMEEL GLOBEPHIL COMPANY LIMITED

acting by:



Director

in the presence of:

Mohammed Hakami

Name of witness:



Address:

*P.O. Box 248 Jeddah 21411
KSA, AL SAFA District*