

MR01

Particulars of a charge



000825/17

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 the charge
instrument is not a legal instrument. Use form M



A04 13/06/2014 #119
COMPANIES HOUSE

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge. If
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 will be
scanned and placed on the public record.

1 Company details

Company number 8 3 0 9 5 0 6 ✓

Company name in full Bazalgett Limited ✓

For official use

→ **Filling 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 d 6 m 0 y 2 0 1 4 ✓

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 The Royal Bank of Scotland International Limited ✓

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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| | | |
|-------------|--|--|
| 4 | Description | |
| Description | <p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p>A Security Interest Agreement on all deposits (whether present or future, actual or contingent and whether incurred alone or jointly with another) including all interest, charges, commission, fees and expenses credited to account number 161028-50967285 held with The Royal Bank of Scotland International Limited</p> | <p>Continuation page Please use a continuation page if you need to enter more details</p> |
| 5 | Fixed charge or fixed security | |
| | <p>Does the instrument include a fixed 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 type="checkbox"/> Yes</p> <p>✓ <input checked="" 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 type="checkbox"/> Yes Continue</p> <p>✓ <input checked="" 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 type="checkbox"/> Yes</p> | |
| 7 | Negative Pledge | |
| | <p>Do any of the terms of the charge prohibit or restrict the chargor from creating any 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> | |

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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

X

MALCOLM E.S. TUDER.

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

| | |
|---------------|----------------------------|
| Contact name | Malcolm Tucker |
| Company name | The Royal Bank of Scotland |
| | International Limited |
| Address | PO Box 64 |
| | 71 Bath Street |
| | St Helier |
| Post town | Jersey |
| County/Region | Channel Islands |
| Postcode | J E 4 8 P J |
| Country | |
| DX | |
| Telephone | 01534 28 5421 |



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: 8309506

Charge code: 0830 9506 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th June 2014 and created by BAZALGETT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th June 2014

P

Given at Companies House, Cardiff on 18th June 2014



Companies House



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

THIS AGREEMENT AND THE BANK'S SECURITY TERMS TOGETHER FORM AN IMPORTANT DOCUMENT
YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

THIS SECURITY AGREEMENT is made this **06** day of **JUNE** 20**14**

GRANTED BY

- A Bazalgett Limited Registered No 08309506 of 33 Welbeck Street, London, as the **Grantor**, in favour of
- B The Royal Bank of Scotland International Limited acting through one of its branches at St Helier, Jersey or such other branch as it may act through from time to time, as the **Bank**

1. Definitions

In this Agreement, unless the context otherwise requires

Account means account number 161028-50967285 maintained by the Grantor with the Bank and includes any redesignation of that account, any account that derives in whole or in part from that account, any sub-account and any account substituted as the Account by the Bank pursuant to clause 4.7 of this Agreement or otherwise, and any account substituted as the Account by written agreement between the parties

Address for Service 5th Floor, 37 Esplanade, St Helier, Jersey

Collateral means the Account, the Deposit and all of the Grantor's right, title and interest, from time to time, in and to (i) the Account and (ii) the Deposit and (without prejudice to paragraph 2.5 of the standard Security Terms referred to in Clause 2 below) includes proceeds of any of the foregoing

Control means "control" as defined in Article 3(3)(d) of the Law. Article 3(3)(d) states that "A secured party has control of a deposit account if the secured party is the bank or other institution, with which the deposit account is held"

Deposit means all monies from time to time standing to the credit of the Account including all accrued interest and includes (for the avoidance of doubt) the associated debt owed by the Bank to the Grantor

Event of Default means any of the events or circumstances listed or referred to in Clause 7 of this Agreement


Encumbrance includes any security interest, mortgage, charge, pledge, assignment, title retention, lien, hypothec, trust arrangement, option or other third party interest or arrangement whatsoever which has the effect of creating security or another adverse right or interest

Law means the Security Interests (Jersey) Law 2012

Obligations means all the Grantor's liabilities and obligations to the Bank of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another) including (without limitation) (i) all liabilities to pay interest, charges, commission, fees and expenses, and (ii) all liabilities and obligations as to further advances that may be made from time to time by or on behalf of the Bank

Proceeds means "proceeds" as that term is defined in Article 1 of the Law

Security Interest means the security interest(s) created by or for which provision is made in this Agreement

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SIGNED  DATE 12/6/14
THE ROYAL BANK OF SCOTLAND
INTERNATIONAL JERSEY

Subsidiary

means any entity controlled, directly or indirectly, by the Grantor or by a Subsidiary of the Grantor

- (a) references to any statute or statutory provision are to such statute or statutory provision as modified or re-enacted for the time being in force and include any analogous provision or rule under any applicable law,
- (b) terms defined in the Bank's standard Security Terms as referred to in Clause 2 below shall bear the same meaning where used in this Agreement, and
- (c) it is hereby confirmed that for the purposes of the Law, the Bank is the "**secured party**" and the Grantor is the "**grantor**" and this Agreement is a "**security agreement**"

2 Security Terms

- 2 1 The Bank's standard Security Terms form part of this Agreement and are available to be read and printed online To access the Security Terms go to www.rbsinternational.com/terms and enter **siaj0114** or a copy can be obtained from your Relationship Manager or the contact at the Bank who supplied this Agreement
- 2 2 By signing this Agreement the Grantor acknowledges that it has read and understood the Security Terms and agrees that they are incorporated into and form an integral part of this Agreement

3 Grantor's Obligations

The Grantor undertakes to the Bank to pay all monies and discharge all liabilities forming the Obligations as and when due

4 Security Interest Attachment & Perfection

- 4 1 The Grantor and the Bank hereby agree for the purposes of Article 18 of the Law that the Bank shall have a continuing first priority security interest in accordance with the Law in all of the Collateral by way of security for the Obligations and that the Bank has Control of the Collateral for the purposes of Article 3(3)(d) and Article 18(1)(c)(i) of the Law by virtue of being the bank with which the Account is held
- 4 2 In accordance with Article 18 and Article 19 of the Law, the Security Interest created by or pursuant to the terms of this Agreement shall attach
 - 4 2 1 to the extent the Collateral does not constitute "after-acquired property" as defined in the Law, to such Collateral immediately upon execution of this Agreement, and
 - 4 2 2 to the extent that the Collateral constitutes "after-acquired property" as defined in the Law, to such Collateral immediately on the acquisition of rights by the Grantor in such Collateral without need for any specific appropriation of the property by the Grantor
- 4 3 The Security Interest created in the Collateral by or pursuant to this Agreement shall be perfected in accordance with Article 21 and Article 22 of the Law by the Bank having Control of the Collateral and/or (at the option of the Bank) by registration of a financing statement in accordance with Article 22(4) of the Law and the Security Interest in proceeds shall be perfected in accordance with Article 25 or Article 26 of the Law
- 4 4 Where more than one account is included within the meaning of the "Account" a separate continuing first priority Security Interest shall be created in each such account and in the Deposit standing to the credit of that account in accordance with the Law No defect in relation to one such Security Interest shall prejudice any other
- 4 5 The Grantor agrees that the Bank shall have sole signing rights and control of the Account (including the sole authority to create any Encumbrance affecting the Collateral)
- 4 6 If at any time the Collateral (or any part of it) is held on time deposit and the Obligations (or any of them) remain outstanding on maturity of that time deposit, that time deposit may be successively redeposited on maturity for such periods, at such interest and generally on such other terms as may from time to time be agreed in writing between the Grantor and the Bank, and failing such agreement for such periods, at such interest and generally on such other terms as the Bank may in its discretion decide

CERTIFIED TRUE COPY OF ORIGINAL
SIGNED..... DATE 12/6/14
THE ROYAL BANK OF SCOTLAND
INTERNATIONAL JERSEY

- 4 7 In no circumstances shall any action in accordance with Clause 4 6 affect the continuation of the Security Interest created in the Collateral and for the purposes of this Agreement the account number(s) attributable to the Account may be changed and in such circumstances the definition of the Account in this Agreement shall be deemed to automatically include reference to any new Account number allocated by the Bank without need for further signature or action by the Grantor or the Bank

5 Powers of the Bank

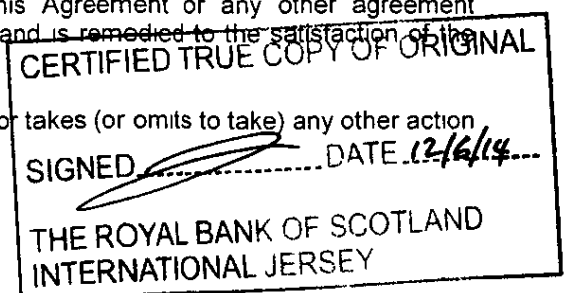
- 5 1 The Bank's power of enforcement over the Collateral shall become exercisable immediately upon the occurrence of an Event of Default provided that the Bank has served on the Grantor written notice specifying the Event of Default that has occurred, in accordance with Article 43(1) of the Law
- 5 2 Subject only to the Law, the Bank may exercise the power of enforcement in respect of the Security Interest in any manner permitted by or not in conflict with the Law, including, without limitation, by the Bank
- 5 2 1 appropriating all or some of the Collateral (whether in one or a number of transactions and whether simultaneously or in series), and/or
- 5 2 2 by taking any one or more of the following ancillary actions
- taking control or possession of all or any of the Collateral,
 - exercising any rights of the Grantor in relation to all or any of the Collateral,
 - instructing any person who has an obligation in relation to all or any of the Collateral to carry out the obligation for the benefit of the Bank
- 5 3 The Bank may at any time and from time to time take more than one of the actions set out in Clause 5 2, in whatever order and combination as the Bank thinks fit
- 5 4 The Bank's right to enforce its Security Interest applies notwithstanding that the Account may be a time deposit and the applicable period of deposit has not yet expired and in exercising the powers of enforcement in respect of the Security Interest, the Bank shall be entitled to break such time deposit notwithstanding the application of break costs and the Grantor shall have no claim against the Bank in respect of any liability to such break costs, which shall be added to and form part of the Obligations secured by this Agreement

6 Restrictions and Consent

- 6 1 The Grantor will not (and will not attempt to) without the Bank's prior written consent create or purport to create any Encumbrance over all or any part of the Collateral or any interest in all or any part of the Collateral
- 6 2 In accordance with the Bank's Control of the Account, the Grantor shall not be entitled to withdraw or transfer any monies from, or dispose of monies in, the Account, but the Bank may nevertheless from time to time and at its sole discretion permit the Grantor to withdraw or transfer certain monies from or dispose of certain monies in, the Account without in any way prejudicing its Control of the Account or its Security Interest in the remaining Collateral, and provided always that permitting the Grantor to make such withdrawals shall be without prejudice to the continued application of this restriction in respect of the Account and the remainder of the Collateral

7 Events of Default

- 7 1 Each of the following is an Event of Default
- 7 1 1 failure to pay any of the Obligations when due
- 7 1 2 a breach of any undertaking or covenant included in this Agreement or in any agreement document or other arrangement relating to any facilities or obligations forming part of the Obligations
- 7 1 3 failure by the Grantor to comply with any other term of this Agreement or any other agreement representing part of the Obligations, unless the failure can be and is remedied to the satisfaction of the Bank within 7 days of notice
- 7 1 4 the Grantor serves notice seeking to terminate this Agreement, or takes (or omits to take) any other action indicating a desire to terminate this Agreement



- 7 1 5 a guarantor of all or part of the Obligations or a grantor of any Encumbrance which is security for all or part of the Obligations serves notice seeking to terminate that guarantee or Encumbrance, or fails to comply with any of its terms, unless the failure can be and is remedied to the satisfaction of the Bank within 7 days of notice
- 7 1 6 any representation given or information provided by or on behalf of the Grantor, which the Bank considers material, proves inaccurate
- 7 1 7 the Grantor or any Subsidiary of the Grantor is insolvent on a balance sheet basis or is unable to pay their debts as they fall due
- 7 1 8 a default or a failure to pay on demand any liability owed by the Grantor or by any Subsidiary of the Grantor to the Bank or to any other creditor
- 7 1 9 any procedure is used to attach or take possession of any asset of the Grantor or any asset of any Subsidiary of the Grantor
- 7 1 10 any court order is made which adversely affects the whole or a material part of the assets of the Grantor or of any Subsidiary of the Grantor
- 7 1 11 any action, legal proceedings or other procedure or step is taken in relation to
- the suspension of payments, winding-up, dissolution, reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), as applicable, of the Grantor or any of his/her Subsidiaries, including (without limitation) in relation to the Grantor or any of his/her Subsidiaries becoming Bankrupt,
 - a composition, compromise, assignment or arrangement with any creditor of the Grantor or of any of his/her Subsidiaries including (without limitation) any procedure or proceedings referred to in Article 125 of the Companies (Jersey) Law 1991 (as applicable)
 - the appointment of a trustee, receiver, liquidator, manager, administrator, the Viscount of the Royal Court of Jersey or analogous officer in respect of the Grantor or any Subsidiary or any of their respective assets, including (without limitation) pursuant to Part 21 of the Companies (Jersey) Law 1991 or the Bankruptcy (Desastre) (Jersey) Law 1990 (as applicable)
 - the making of any application for a declaration of en desastre in respect of any assets of the Grantor or any assets of any Subsidiary in the courts of Jersey,
 - any distress, execution, attachment, judgment or other legal process being claimed, issued, levied, obtained or enforced against any of the Grantor's assets or the assets of any Subsidiary and is not stayed, discharged, recalled or satisfied within 14 days, or
 - enforcement of any Encumbrance in or over any assets of the Grantor or any Subsidiary or over any shares issued by any of the Grantor or any Subsidiary,
- or any analogous procedure or step being taken in any jurisdiction
- 7 1 12 there is a significant drop in the value of the Grantor's business or of any Encumbrance in or over any assets of the Grantor or any assets of any Subsidiary, including the Security Interest
- 7 1 13 the occurrence of any other circumstances which cause the Bank to believe that the Grantor's obligations to the Bank will not be met

8 Law

Jersey law applies to this Agreement

In witness of which this Agreement has been duly executed on the day and the year first above written

Executed and Delivered by
the Grantor

B. S. S. S. S.

Director
FOR VOLAW CORPORATE DIRECTOR TWO LTD.

Director/Secretary
FOR VOLAW CORPORATE DIRECTOR ONE LTD.

CERTIFIED TRUE COPY OF ORIGINAL

SIGNED *[Signature]* DATE *12/6/14*

THE ROYAL BANK OF SCOTLAND
INTERNATIONAL JERSEY

or

The Common Seal of the Grantor
was affixed in the presence of -

Director

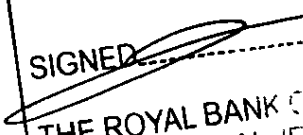
Secretary

AFFIX SEAL
HERE

Signed by the Bank

File ref MG/1095976

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CERTIFIED TRUE COPY OF ORIGINAL
SIGNED  DATE 12/6/14
THE ROYAL BANK OF SCOTLAND
INTERNATIONAL JERSEY