



Registration of a Charge

Company name: **HOTCHKISS PATENTS AND INVESTMENTS LIMITED**
Company number: **00047684**



X5ASLJ3S

Received for Electronic Filing: **08/07/2016**

Details of Charge

Date of creation: **08/07/2016**
Charge code: **0004 7684 0007**
Persons entitled: **LOMBARD NORTH CENTRAL 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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SQUIRE PATTON BOGGS UK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 47684

Charge code: 0004 7684 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th July 2016 and created by HOTCHKISS PATENTS AND INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2016 .

Given at Companies House, Cardiff on 11th July 2016

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

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Company: Hotchkiss Patents and Investments Limited
Registered No: 00047684

Bank: Lombard North Central PLC (Company No. 337004)

1. Company's Obligations

The Company will pay to the Bank on demand all the Company's Obligations. The **Company's Obligations** are all the Company'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 Company, as a continuing security for the payment on demand of the Company's Obligations and with full title guarantee, gives to the Bank:

- 2.1 a fixed charge over the following property of the Company, owned now or in the future:
 - 2.1.1 all Land vested in or charged to the Company, 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 Company's business.
 - 2.1.4 any uncalled capital.
 - 2.1.5 all stock, shares and other securities held by the Company 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 Company or by a Subsidiary of the Company. "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 Company 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 Company 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.

- 3.3 dispose of the Property charged by Clause 2.2, other than in the ordinary course of business.
- 3.4 call on, or accept payment of, any uncalled capital.
- 3.5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Company will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 3.6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 3.7 dispose of, part with or share possession or occupation of any of its Land.

4. Property Undertakings

The Company will:

- 4.1 permit the Bank at any time to inspect the Property.
- 4.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost. In default, the Bank may arrange insurance at the Company's expense.
- 4.3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, the Company will apply the proceeds in making good the relevant loss or damage, or to reduce the Company's Obligations.
- 4.4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property.
- 4.5 keep the Property in good condition.
- 4.6 not, without the Bank's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.
- 4.7 pay all the money the Company receives in respect of book and other debts into an account with the Bank. The Bank may specify the relevant account.

5. Conversion of Floating Charge to Fixed Charge

- 5.1 The Bank may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Company will not dispose of the affected Property without the Bank's consent.
- 5.2 The floating charge will become a fixed charge if an administrator of the Company is appointed.

6. Investigating Accountants

The Bank may require the Company to appoint a firm of accountants to review its financial affairs, if:

- 6.1 any of the Company's Obligations are not paid when due.
- 6.2 the Bank considers that the Company has breached any other obligation to the Bank.
- 6.3 the Bank considers any information provided by the Company to be materially inaccurate.

Any review required will take place within 7 days of the Bank's request (or longer if the Bank agrees). The firm, and the terms of reference, must be approved by the Bank. The Company (and not the Bank) will be responsible for the firm's fees and expenses, but the Bank may make payment and the Company will repay the Bank on demand.

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 Company 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 Company's Obligations.
 - 7.2.2 the Company asks the Bank, or the Bank receives notice of intention, to appoint an administrator or an administration application is made.
 - 7.2.3 a meeting is called or a petition is presented for liquidation of the Company.
 - 7.2.4 any security is enforced in respect of any assets of the Company.
- 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 Company 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 Company. If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses. The receiver will be the Company's agent and the Company (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 Company'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 Company.
 - 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 Company's articles of association.
 - 9.1.10 employ advisers, consultants, managers, agents, workmen and others.
 - 9.1.11 purchase or acquire materials, tools, equipment, furnishing, 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.
- 9.2 A receiver may borrow and secure the repayment of any money, in priority to the Company's Obligations.
- 9.3 Joint receivers may exercise their powers jointly or separately.

- 9.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9.5 The Bank may exercise any of its powers even if a receiver has been appointed.
- 9.6 The Bank may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise the Bank will only exercise those rights as instructed by the Company.
- 9.7 The Bank may set off any amount due from the Company against any amount owed by the Bank to the Company. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 9.8 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Company, until the Company's Obligations, both before and after demand, have been paid in full. The Bank allowing the Company to make withdrawals will not waive this restriction in respect of future withdrawals.

10. Application of Payments

- 10.1 The Bank may apply any payments received for the Company to reduce any of the Company's Obligations, as the Bank decides.
- 10.2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Company's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Company after the date of that notice will be applied first to repay the Company's Obligations arising after that date.

11. Preservation of Other Security and Rights and Further Assurance

- 11.1 This deed is in addition to any other security or guarantee for the Company's Obligations held by the Bank now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.
- 11.2 On request, the Company will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

12. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Company irrevocably appoints the Bank, and separately any receiver, to be the Company's attorney (with full power of substitution and delegation), in the Company's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

13. Consents, Notices and Demands

- 13.1 All consents, notices and demands must be in writing.
- 13.2 The Bank may deliver a notice or demand to the Company at its registered office or at the contact details last known to the Bank.
- 13.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.
- 13.4 A notice from the Company to the Bank will be effective on receipt.

14. Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Company authorises the Bank to give that person or its agent any financial or other information about the Company. 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 Company 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 Company and may be enforced against the Company in the courts of any other jurisdiction.

Executed and Delivered as a deed by
the Company

)
) Director
)
) Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of:

Witness' signature

Witness' name in full

EMMA JOHNSON

Address

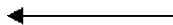
12 ROSSINGTON AVE

Occupation

EXEC MANAGER

Date

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You must date
the document

Signed for the Bank
