

34/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling Service
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 instrument is a mortgage of land. Use form MR02.



A13 07/11/2015 #499
COMPANIES HOUSE

SATURDAY

This form must be delivered to the Registrar for registration within 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. **Do not send the original.**

1	Company details	3 <small>For official use</small>
Company number	05108142 ✓	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	ALPHA FX LIMITED ✓	

2	Charge creation date
Charge creation date	05 11 2015 ✓

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	MARTIN PAUL TILBROOK ✓
Name	GLENDA ANN TILBROOK ✓
Name	MORGAN JAMES TILBROOK ✓
Name	WHITEHALL TRUSTEES LIMITED ✓
If there are more than four names, please supply any four of these names then tick the statement below	
<input type="checkbox"/> 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**

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

Brief description

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"

Please limit the description to the available space

5 **Other charge or fixed security**

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

Yes

No

6 **Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

Yes Continue

No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

7 **Negative Pledge**

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

Yes

No

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)

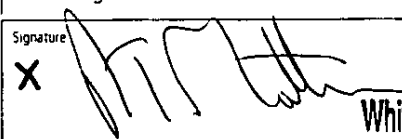
9 **Signature**

Please sign the form here

Signature

Signature

X



Whitehall Trustees Limited

X

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

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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
WHITEHALL TWISTEGS LTD

Company name
WHITEHALL TWISTEGS LTD

Address
WARTH BUSINESS CENTRE
WARTH ROAD

Post town
BURY

County/Region

Postcode
BL99TB

Country
UK

DX

Telephone
01614084569

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5108142

Charge code: 0510 8142 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2015 and created by ALPHA FX LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2015

Given at Companies House, Cardiff on 16th November 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Secured Loan Deed

This Deed is made the 5th day of NOVEMBER 2015 Between:

1	ALPHA FX LIMITED (a company registered in England and Wales with Company Registration Number 05108142) whose registered office is at 47-50 PEASCOD STREET, WINDSOR, BERKSHIRE, SL4 7DE (the "Borrower")
2	MARTIN PAUL TILLBROOK of c/o 60 LONDON END BEACONSFIELD, BUCKINGHAMSHIRE, HP9 2JD and MORGAN JAMES TILLBROOK of 15 DENE HOUSE, WINDSOR, BERKSHIRE, SL4 3FE (the "Shareholders")
3	MARTIN PAUL TILLBROOK and GLENDA ANN TILLBROOK both c/o 60 LONDON END BEACONSFIELD, BUCKINGHAMSHIRE, HP9 2JD, MORGAN JAMES TILLBROOK of 15 DENE HOUSE, WINDSOR, BERKSHIRE, SL4 3FE and WHITEHALL TRUSTEES LIMITED (a company registered in England and Wales with Company Registration Number 7625294) whose registered office is at 41 GREEK STREET STOCKPORT CHESHIRE SK3 8AX as trustees of the TILLBROOKS PENSION SCHEME (the "Lender")

1. Definitions and Interpretation

1.1 In this Deed the following terms shall have the following meanings

"Loan"	An amount of £380,000 made available to the Borrower by the Lender
"Interest"	1.5% per annum
"Term"	5 years
"Repayments"	Capital and interest payable annually by four payments of £79,453.94 and one final payment of £78,279.75
"Security"	50 A Shares in Headroom Limited (Company Registered Number 7262417) held by the Shareholders
"Purpose"	Working Capital
"Business Day"	A day (other than a Saturday or Sunday) on which banks are open for general business in the United Kingdom

2. Recitals

2.1 The Borrower has requested the Lender to advance to the Borrower the Loan which the Lender has agreed to do upon the terms of this Deed

2.2 In consideration of the Loan being made by the Lender to the Borrower the Shareholders agree to assign the Security to the Lender in the manner hereinafter appearing

2.3 The Loan will be made available to the Borrower for the Purpose outlined above

2.4 The Borrower will pay the Interest on the Loan or such part thereof as is from time to time outstanding which interest shall be paid in arrears until the Loan and all Interest due upon it shall have been paid in full

2.5 The Borrower will make the Repayments of the Loan plus Interest to the Lender

I Hereby Certify That This
Is A True Copy Of The Original

[Signature]

Whitehall Group (UK) Limited
Warth Business Centre
Warth Road
Bury BL9 9TB

65 11 2015

2.6 The Borrower is the owner free from incumbrances of the Security

3. Covenant to Pay

3.1 The Borrower shall on demand pay to the Lender and discharge the secured liabilities when they become due which shall include all present and future monies obligations and liabilities of the Borrower to the Lender whether actual or contingent and whether owed jointly or severally as principal or surety or in any other capacity under or in connection with this Deed together with all interest (including without limitation default interest) accruing in respect of such monies or liabilities

4. Legal Charge

4.1 In consideration of the Loan now paid to the Borrower by the Lender (the receipt of which sum the Borrower hereby acknowledges) the Shareholders with Full Title Guarantee hereby assign to the Lender the Security owned by them or held by any nominee on their behalf by way of a first legal charge for the payment of the Loan and Interest

4.2 The legal charge will continue until all moneys hereby secured have been paid by the Borrower to the Lender

4.3 The Borrower will ensure that the Security constituted by this Legal Charge is sufficient to cover the outstanding Loan and Interest for the period of this Deed

5. Representations and Warranties

5.1 The Borrower and the Shareholders make the representations and warranties set out in this clause 5 to the Lender

5.2 The Shares ("the Security")

- (a) the shares are fully paid and are not subject to any option to purchase or similar rights
- (b) the shares represent the whole of the issued share capital of the Company and no person has any option warrant or other similar right to subscribe for any shares of the Company
- (c) the Shareholders are the sole legal and beneficial owners of the shares
- (d) the constitutional documents of the Company do not
 - (i) restrict or inhibit any transfer of the shares on creation or enforcement of the security constituted by this Deed or
 - (ii) contain any rights of pre-emption

5.3 No Security

The secured assets are free from any security other than the security created by this Deed

6. Negative Pledge and Disposal Restrictions

6.1 The Borrower and the Shareholders shall not at any time except with the prior written consent of the Lender:

- (a) create purport to create or permit to subsist any security on or in relation to the Security other than any security created by this Deed

- (b) sell assign transfer part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of or any interest in the Security or
- (c) create or grant (or purport to create or grant) any interest in the Security in favour of a third party

6.2 Preservation of the Security

The Borrower and the Shareholders shall not do or permit to be done any act or thing that would or might depreciate jeopardise or otherwise prejudice the Security held by the Lender or diminish the value of the Security or the effectiveness of the Security created by this Deed

6.3 Notice of Misrepresentations and Breaches

The Borrower shall promptly on becoming aware of any of the same notify the Lender in writing of:

- (a) any representation or warranty set out in this Deed which is incorrect or misleading in any material respect when made or deemed to be repeated and
- (b) any breach of any covenant set out in this Deed

7 Drawdown

7.1 The Loan will be made available in one drawing by way of an advance to the Borrower

7.2 No drawdown will be permitted without the Lender's requirements being satisfied in full

8. Late Payment and Late Payment Interest

8.1 In the event of any non-payment when due of any amounts owed by the Borrower to the Lender interest shall accrue from day-to-day on such unpaid amounts at the rate of two per cent per annum above the rate of Interest (compounded on a quarterly basis) Such interest shall accrue on each unpaid amount from the due date for payment until the date of actual payment (both before and after judgment)

8.2 The Borrower is aware of the sanctions under the Finance Act 2004 for failure to make payments under the terms of this Deed

9. Repayment and Prepayment

9.1 The Borrower may prepay the Loan in whole or in part provided they have given the Lender not less than five Business Days' prior written notice and such prepayment is made together with all accrued interest on the amount prepaid and all other sums due to the Lender under this Deed calculated up to the date of prepayment

9.2 Amounts prepaid may not be re-borrowed

10. Payments and Withholdings

10.1 All payments to be made by the Borrower under this Deed shall be made in full and shall be free and clear of any set-off, deductions or withholdings If at any time the Borrower is required to make a set-off, deduction or withholding from such payment, then the sum due and payable by the Borrower in respect of such payment will be increased to ensure that the sum received by the Lender will be a net sum equal to the amount which it would have received had there been no such set-off, deduction or withholding

10.2 All payments to be made by the Borrower under this Deed shall be made in pounds sterling to such account or accounts as the Lender may specify and shall be credited by the due payment date

10 3 If a payment under this Deed is due on a day which is not a Business Day the due date for that payment shall be the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not)

11. Notices

11 1 All notices or other communications to be given by the Borrower or the Lender under this Deed shall be deemed to have been duly given or made when delivered (in the case of personal delivery or letter) and when despatched (in the case of facsimile or email) to the party to whom such notice or other communication is required to be given Notices or other communications must be addressed to the addressees set out above (provided that each of the Borrower and the Lender may specify any other address by giving the other five Business Days' prior written notice to this effect)

12. Information

12 1 The Borrower will supply to the Lender such information regarding its financial affairs as the Lender may reasonably request

13. Indemnity

13 1 If the Lender receives any amount in respect of the Borrower's liability under this Deed, or if that liability is converted into a claim, proof, judgment or order, in a currency other than pounds sterling, the Borrower will indemnify the Lender on an after tax basis as an independent obligation (after as well as before judgment) against any loss or liability arising out of or as a result of the conversion and if the amount received by the Lender, when converted into pounds sterling is less than the amount owed in pounds sterling, the Borrower will on demand pay to the Lender an amount equal to the deficiency, together with any exchange costs and taxes payable in connection with any such conversion The Borrower hereby waives any right it may have in any jurisdiction to pay the Lender any amount due hereunder other than in pounds sterling

14. Calculations

14 1 The Lender will maintain a loan account or account evidencing the amount due from the Borrower under this Deed and the entries in those accounts will, save in the case of manifest error, be conclusive for the purposes of this Deed and conclusive evidence in any proceedings

15. Assignment

15 1 The Borrower may not assign any of its rights or benefits in relation to the Loan. The Lender may assign any of its rights and benefits in relation to the Loan or enter into contractual relations with other persons in relation to the Loan

16. No Waiver

16 1 No failure to exercise nor any delay in exercising on the Lender's part any right or remedy under this Deed (or any related document) shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any other right or remedy The rights and remedies provided in this Deed (or any related document) are cumulative and not exclusive of any rights or remedies provided by law

17. Partial Invalidity

17 1 If at any time any provision of this Deed (or any related document) 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 such provision under the law of another jurisdiction will be in any way affected or impaired

18. Costs and Expenses

18.1 The Borrower will pay all the Lender's reasonable legal and other out-of-pocket costs and expenses properly incurred in connection with the negotiation, preparation, execution and enforcement of, and preservation of any rights under this Deed (and any other documents contemplated by it from time to time)

19. Third Party Rights

19.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999

20. Default

20.1.1 If the Borrower defaults in payment of the Loan or of any part of it or of the Interest on it at the times appointed for Repayments or in the performance of any covenant or agreement contained in this Deed

20.1.2 If the Borrower and/or the Shareholders become insolvent or an incumbrancer takes possession or an administrator or a receiver or administrative receiver is appointed or a distress or other execution is levied upon any of the assets of or any order is made or effective resolution passed for the liquidation, winding-up or dissolution or bankruptcy of the Borrower and/or the Shareholders or if an application is made for an administration order to be made in respect of the Borrower or the Borrower makes an assignment for the benefit of creditors is unable to pay its debts as they fall due or admits in writing its inability to pay its lawful debts as they mature

20.1.3 Suspends its business operations or transfers or disposes of (otherwise than in the ordinary course of trading) all or a substantial part of its assets by a single transaction or a series of transactions related or not

20.1.4 Changes its business assets or financial condition which the Lender considers may materially prejudice its interests

20.1.5 Or if execution shall during the continuance of this Security have been levied against the goods of the Borrower under any judgement at law

20.2 Then and in any such case.

20.2.1 The Lender may by notice to the Borrower

- (i) Terminate the obligations of the Lender hereunder whereupon the Deed shall be so terminated and/or
- (ii) Declare the Loan and other amounts payable hereunder immediately due and payable whereupon the Loan together with all interest thereon and all other amounts payable hereunder shall become immediately due and payable

21. Sale

21.1 If the Lender becomes entitled to appoint a solicitor to appoint a receiver to seize the Security the Lender and/or its agents may enter and remain upon the Security or any premises where the Security may be and if necessary break open doors and windows in order to obtain admission and after the expiration of 5 clear days from the day of seizure may sell the Security by public auction or private contract on or off the premises.

The Lender will be expressly limited to exercising its power of sale and in no circumstance will the Lender be entitled to act as a mortgagee in possession in respect of all or any part of the Property.

22. Proceeds of Sale

22.1 The Lender shall be entitled out of the proceeds of any such sale to retain the Loan or so much of it as may remain unpaid and the Interest then due together with the sum charged upon the Security and all other costs charges payments and expenses incurred made or sustained in the sale

22.1.1 Maintaining and defending its rights

22.2 And after payment of such Loan and Interest and such costs charges payments expenses and incumbrances as described above shall pay over the surplus (if any) of the proceeds of such sale to the Shareholders

23. Defeasance of Security on Satisfaction

23.1 Upon payment by the Borrower of the Loan and Interest and the sums, costs, charges, payments and expenses specified above this security shall be void

24. Further Assurances


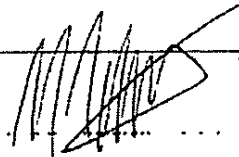
24.1 The Borrower and every other person claiming by or through the Borrower any Interest in the Security to include the Shareholders will at all times at the cost of the Borrower execute and do all such assurances and things as may be lawfully required by the Lender for further and better assuring the Security to the Lender and for enabling it to obtain possession of the Security

25. Governing Law and Jurisdiction

25.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law

25.2 The Borrower and the Shareholders irrevocably and unconditionally agree for the benefit of the Lender that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) The Lender shall not be precluded from taking proceedings relating to a dispute in any other courts with jurisdiction To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions

IN WITNESS whereof this document has been executed as a Deed the day and year first before written

<p>Signed as a Deed by the said ALPHA FX LIMITED acting by a Director in the presence of -</p> <p>Witness signature</p> <p>Witness Name</p> <p>Witness Address</p> <p>Witness Occupation</p>	 <p>Signature of Director</p>
<p>Signed as a Deed by the said MARTIN PAUL TILLBROOK in the presence of -</p>	

Witness signature

Shield

Witness Name

Susan Shield

Witness Address

La Tataz
Verchaise 74440 France

Witness Occupation

Retired

Signed as a Deed by the said MORGAN JAMES TILLBROOK in the presence of -



Witness signature

Ella Tunney

Witness Name

ELLA TUNNEY

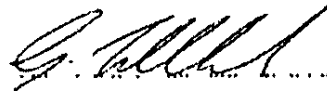
Witness Address

15 SOUTH VIEW
CTON WICK ROAD
WINDSOR
BERKSHIRE
SL4 7DE

Witness Occupation

HEAD OF SETTLEMENTS

Signed as a Deed by the said GLENDA ANN TILLBROOK in the presence of -



Witness signature

Shield

Witness Name

Susan Shield

Witness Address

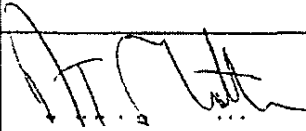
La TATAZ

Witness Occupation

Verchaise 74440 France

Retired

Signed as a Deed by the said Whitehall Trustees Limited acting by a Director in the presence of -



Signature of Director

Witness signature

Tom Duckworth

Witness Name

TOM DUCKWORTH

Witness Address

WARTH BUSINESS CENTRE
WARTH RD
BURT, BLA 9TB

Witness Occupation

ADMINISTRATOR

