

016242163

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 to file this form online
Please go to www.companieshouse.gov.uk

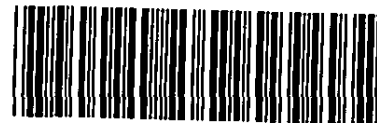
What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge where there is no instrument. Use form M...

For further information, please refer to our guidance at www.companieshouse.gov.uk

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 the form is 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. It will be scanned and placed on the public record. **Do not send the original.**



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06/05/2015

#41

COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number: 1 5 2 0 9 7 1

Company name in full: Innovate Space Limited

for official use
 Filing 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: 1 4 0 2 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: Gable Insurance AG

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

MR01
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	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
Brief description		

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	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input checked="" type="checkbox"/> 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	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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)
	<input type="checkbox"/>	

9	Signature	
	Please sign the form here	
Signature	Signature X <i>McClure Nassimith LLP</i> X	
	This form must be signed by a person with an interest in the charge	

MR01

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 **D P Montague**

Company name **McClure Naismith LLP**

Address **Equitable House**

47 King William Street

Post town **London**

Country/Region

Postcode **E C 4 R 9 A F**

Country

DX

Telephone

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



**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

No: 1632 of 2015

Registrar Barber

In the Matter of Innovate Space Limited

and

In the Matter of the Companies Act 2006

UPON THE APPLICATION by claim filed on the 3 March 2015 of Kinetic Insurance Brokers Limited (the Claimant)

AND UPON HEARING Counsel for the Claimant

AND UPON READING THE EVIDENCE

AND the Court being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 859A of the above-mentioned Act Floating Charge hereinafter mentioned together with the prescribed particulars thereof was due to inadvertence and that it is just and equitable to grant relief

IT IS ORDERED pursuant to Section 859F of the said Act that the time for delivering to the Registrar of Companies for Registration of the Floating Charge dated 14 June 2014 and made between Innovate Space Limited of the one part and Gable Insurance AG of the other part over the Assets (as defined therein) to secure the payment or discharge of the Indebtedness (as defined therein) to Gable Insurance AG together with the prescribed particulars thereof is hereby extended to the 21 May 2015

AND IT IS ORDERED THAT the Claimant do deliver an Office Copy of this Order to the Registrar of Companies

AND THIS ORDER is without prejudice to the rights of any person acquired during the period between the date of the creation of the said Floating Charge and the date of its actual registration

Dated: 30 April 2015

To McClure Naismith LLP
DX 764 London

Ref: JWRM 15496 2





FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1520971

Charge code: 0152 0971 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th April 2014 and created by INNOVATE SPACE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th May 2015

P

Given at Companies House, Cardiff on 13th May 2015



Companies House



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

G A B L E

DATED The 14th day of June, 2014

INNOVATE SPACE LIMITED

and

GABLE INSURANCE AG

FLOATING CHARGE BO3236 2014/GK1013

Certified as a true copy
of the original

Dated 6th May 2015

McClure Naismith LLP

McClure Naismith LLP,

BOND NO BO3236 2014/GK1013

FLOATING CHARGE

Parties.

1. "GABLE" GABLE INSURANCE AG whose registered office is situated at Pflugstrasse 20, LI-9490 Vaduz, Principality of Liechtenstein
2. "The Company" INNOVATE SPACE LIMITED (Company No 01520971) whose registered office is at 44 High Street, Snodland, Kent ME6 5DA United Kingdom

OPERATIVE PROVISIONS

1. Interpretation

1.1 In this Floating Charge

"ACTS" means the Law of Property Act 1925 the Insolvency Act 1986 and the Enterprise Act 2000 (or any statutory modification or re-enactment of those acts for the time being in force)

"ADMINISTRATOR" has the meaning given to it in clause 5.1

"ASSETS" means the present and future property, undertaking and assets of the Company of whatever kind and wherever situated

"BOND" means any performance bond, guarantee or indemnity given by GABLE at the request of the Company to third parties

"CONTRACT" means the contract dated the 2nd day of December 2013 between Albert Bridge Properties Limited (1) and the Company – Innovate Space Limited (2)

"ENVIRONMENTAL LAWS" means the common law and all applicable laws, rules, regulations or requirements concerning discharges of contaminants, occupational or public health and safety of the environment

"EVENT OF DEFAULT" means any failure to comply with any of the terms of this Floating Charge, the Secured Documents or the Contract, an Insolvency Event, any substantive and/or material change in the Information, and action or inaction of the Company which in the opinion of GABLE is prejudicial to its interests and security, or an actual, potential or deemed claim (as determined by GABLE) on the Bond

G A B L E

"INDEBTEDNESS" means all the Company's present or future liabilities to GABLE arising from the Secured Documents whether solely or jointly with any other person or persons and all the Company's other liabilities whatever to GABLE, including (without limitation) indebtedness on account of the Secured Documents obligations with respect to letters of credit, guarantees and indemnities, whether present, future, actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly with any other person and whether in sterling or in any other currency, together with interest, commission, bank charges and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by GABLE and including those arising from GABLE perfecting or enforcing or attempting to enforce this Floating Charge or any other security (and its rights thereunder) held by GABLE from time to time

"INFORMATION" means the information and details provided by the Company or its directors, employees or agents in the application or making of the application to GABLE for the Bond

"INSOLVENCY EVENT" means the serving of a statutory demand, the winding up of the Company, the appointment of an administrative receiver, the making of an administration order in respect of the Company, the issuing of a proposal for a voluntary arrangement in respect of the Company's affairs or the making of any arrangement with creditors, any application for the making of an administration order, any notice by a creditor appointing an administrative receiver or an administrator or indicating a threat desire suggestion or proposal that an administrative receiver or administrator be appointed, any claim form in any action commenced by any creditor, employee, contributor, director or shareholder of any resolution intended to be considered by the members of the Company that the Company should be wound up or that an administrative receiver or administration order should be made or that a proposal should be put forward to the Company's creditors for a voluntary arrangement

"SECURED DOCUMENTS" means all documents entered into between GABLE and the Company or GABLE and directors and/or shareholders of the Company relating to, in support of or arising from the giving of the Bond by GABLE

1 2 Clause headings are for ease of reference only

2. Charge

The Company hereby charges to GABLE with full title guarantee by way of floating charge the Assets

3. Covenants

3 1 The Company covenants with GABLE that

- 3 1 1 the Company shall not create or permit to subsist any mortgage, charge or lien on the Assets,
- 3 1 2 the Company shall not sell, transfer or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business,
- 3 1 3 the Company shall not deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business, but so that this exception shall not permit the realisation of debts by means of block discounting or factoring, or

3 2 The Company covenants with GABLE that the Company shall

- 3 2 1 on demand pay or discharge the Indebtedness to GABLE
- 3 2 2 conduct and maintain its business, operations and property so as to comply in all respects with all applicable Environmental Laws and other legislation and regulations of any kind and to notify GABLE promptly and in reasonable detail of any claim, notice or communication in respect of any violation or potential violation of an Environmental Law, and
- 3 2 3 promptly notify GABLE of any meeting to discuss, or any proposal or application for the appointment of an administrator, receiver, liquidator or similar official in respect of the Company or any of its assets and, if any such official is appointed, of his appointment

3 3 If the Company fails to perform any of its obligations under clause 3 2 2, GABLE may take out or renew any insurance or effect such repairs and take such other action as it may deem appropriate to remedy such failure and recover the premiums and other expenses so incurred from the Company on demand

4 Representations Warranties and Covenants by the Company

The Company represents covenants and warrants to GABLE that

- 4 1 it has and will at all times have the necessary power to enter into and perform its obligations under this Floating Charge,
- 4 2 this Floating Charge constitutes valid, legally binding and enforceable obligations and is a security over the Assets and every part thereof in accordance with its terms,
- 4 3 this Floating Charge does not and will not conflict with or result in any breach or constitute a default under any agreement instrument or obligation to which the Company is a party or by which it is bound,
- 4 4 all necessary authorisations and consents to enable or entitle it to enter into this Floating Charge have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Floating Charge
- 4 5 the Information is correct, accurate and given with utmost good faith,
- 4 6 the directors and/or company secretary are duly and properly authorised by the board of directors and the Memorandum and Articles of Association of the Company to enter into this Floating Charge, the Contract, the Bond and the Secured Documents,
- 4 7 the Company is fully and properly constituted and solvent as at the date hereof,
- 4 8 the Company will within twenty four hours of an actual or perceived Event of Default or notification of an anticipated Event of Default serve notice of such event on GABLE

5 Administrator

- 5 1 At any time after GABLE's demand for payment from the Company of any Indebtedness (or if so requested by the Company), GABLE may appoint by writing any person or persons to be an administrator or a receiver and manager or receivers and managers ('the Administrator', which expression shall include any substituted administrator(s) receiver(s) and manager(s)) of all or any part of the Assets Without limiting GABLE's rights under this clause 5 1 or at law, GABLE may, whether or not any demand has been made for payment of the Indebtedness, appoint an Administrator if GABLE becomes aware of any of the matters referred to in clause 3 2 3 or if the security created by this Floating Charge shall be in jeopardy

- 5 2 GABLE may from time to time determine the remuneration of the Administrator and may remove the Administrator and appoint another in his place
- 5 3 The Administrator shall, subject to the terms of the Acts, be the Company's agent and shall have all powers conferred by the Acts. The Company alone shall be responsible for his acts and omissions and for his remuneration. In particular, but without limiting any general powers or GABLE's power of sale, the Administrator shall have power
- 5 3 1 to take possession of collect and get in all or any part of the assets of the Company and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit,
- 5 3 2 to carry on or concur in carrying on the Company's business and raise money from GABLE or others on the security of all or any part of the Assets,
- 5 3 3 to sell, let and/or terminate or to accept surrenders of leases or tenancies of any property of the Company, in such manner and on such terms as he thinks fit,
- 5 3 4 to take, continue or defend any proceedings and make any arrangement or compromise which he shall think fit,
- 5 3 5 to make and effect all repairs, improvements and insurances,
- 5 3 6 to appoint managers, officers and agents for any of the above purposes, at such salaries as the Receiver may determine,
- 5 3 7 to call up any of the Company's uncalled capital,
- 5 3 8 to promote the formation of a subsidiary company or companies of the Company, so that such subsidiary may purchase, lease, license or otherwise acquire interests in all or any part of the assets of the Company, and
- 5 3 9 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers

5 4 Any moneys received under this Floating Charge shall be applied

5 4 1 first, in satisfaction of the statutory requirements of an administration,

5 4 2 secondly, in or towards satisfaction of the Indebtedness in such order as GABLE shall determine, and

5 4 3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it

6 Miscellaneous

6 1 Schedule B1 of the Insolvency Act 1986 shall apply to this Floating Charge

6 2 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by the Company without GABLE's prior written consent. Section 93 of the Law of Property Act 1925 shall not apply

6 3 By notice in writing to the Company, GABLE may at any time convert the floating charge created by clause 2 into a specific charge over any assets of the Company specified in the notice which GABLE considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy. The Company at its expense shall at any time on GABLE's request promptly execute and deliver to GABLE any other or further mortgage, charge or other instrument conferring a fixed charge on any of its Assets (including any of the assets of the Company charged by clause 2) or such other charge as GABLE may in its discretion think fit for securing the Indebtedness

6 4 This Floating Charge shall be

6 4 1 a continuing security to GABLE, notwithstanding any settlement of account or other matter or thing whatever,

6 4 2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which GABLE may hold now or hereafter on all or any part of the assets of the Company, and

6 4 3 in addition to any rights, powers and remedies at law

- 6.5 Section 103 of the Law of Property Act 1925 shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this Floating Charge. GABLE shall not exercise its power of sale until payment has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made.
- 6.6 No failure or delay on GABLE's part in the exercise of any of its rights, powers and remedies (in this clause 5 'right(s)') under this Floating Charge or at law shall operate or be construed as a waiver. No waiver of any of GABLE's rights shall preclude any further or other exercise of that right or of any other right.
- 6.7 GABLE may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the indebtedness or any other security or guarantee for the indebtedness without derogating from the Company's liabilities or GABLE's rights under this Floating Charge.
- 6.8 The Company shall, on demand by GABLE, execute and deliver all transfers, mandates, assignments, deeds or other documents as GABLE may require to perfect its rights under this Floating Charge and to give effect to any sale or disposal of any of the assets of the Company and otherwise give effect to the intent of this Floating Charge.

7 Power of attorney

By way of security, the Company hereby irrevocably appoints GABLE and any Administrator jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the above purposes.

8 Costs

All costs, charges and expenses incurred by GABLE and all other moneys paid by GABLE or the Administrator in perfecting or otherwise in connection with this Floating Charge and all costs of GABLE or the Administrator of all proceedings for enforcement of this Floating Charge shall be recoverable from the Company as a debt, may be debited to any account of the Company, shall bear interest at the rate per annum of six per cent over the National Westminster Bank plc's base lending rate accordingly (as well before as after judgment) and shall be charged on the assets of the Company.

9 Severance

If at any time any provision in this Floating Charge is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Floating Charge shall not be impaired

10 Notices

10 1 Any demand, notice or other communication by GABLE may be delivered personally to the Company or sent to the Company by post, or facsimile at its address set out above or such other address notified in writing to GABLE Any such notice, demand or other communication shall be deemed to have been received by the Company 24 hours after posting (where sent by first class prepaid post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by facsimile) whether or not it is actually received

10 2 Any notice from the Company to GABLE shall be served by first class prepaid recorded delivery post or by facsimile sent to GABLE at its address set out above or such other address notified to the Company

11 Law


This Floating Charge shall be governed by and construed in accordance with the laws of England and Wales

G A B L E


ATTESTATION

Executed and unconditionally delivered as a deed this 14~~th~~ day of June 2014

SIGNED on behalf of the)
Company acting by either)
two directors or one director)
and the company secretary)


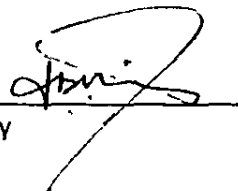


Director



Director/Secretary

SIGNED BY KINETIC INSURANCE BROKERS LIMITED
FOR AND ON BEHALF OF GABLE INSURANCE AG


Insurance Brokers Limited


Authorised Signatory

Signature Required This Guarantee shall not be valid unless signed by Kinetic Insurance Brokers above

Agent Not Insurer Kinetic Insurance Brokers is not an Insurer of the Guarantee described herein and neither is nor shall be liable for any loss or claim whatsoever The Insurers of such Guarantee is Gable Insurance AG whose details can be ascertained as set forth herein