



Registration of a Charge

Company Name: **AIREDALE CHEMICAL COMPANY LIMITED**

Company Number: **01149113**



Received for filing in Electronic Format on the: **02/01/2024**

XCTVHF19

Details of Charge

Date of creation: **21/12/2023**

Charge code: **0114 9113 0022**

Persons entitled: **ALTER DOMUS TRUSTEES (UK) LIMITED**

Brief description: **INTELLECTUAL PROPERTY: PATENT FOR AIROPHOS 750 PWG REAL PROPERTY: THE FREEHOLD PROPERTY KNOWN AS (AIREDALE MILLS) LAND AND BUILDINGS LYING ON THE WEST SIDE OF SKIPTON ROAD AND LAND LYING TO THE WEST SIDE OF SKIPTON ROAD AND LAND TO THE REAR OF ST ANDREW'S TERRACE, CROSSHILLS, KEIGHLEY BD20 7BX (HM LAND REGISTRY TITLE NUMBERS: NYK259555, NYK278132 AND NYK152342) THE FREEHOLD LAND KNOWN AS UNITS 1A, B & C ENTERPRISE CENTRE, SKIPTON ROAD, CROSSHILLS, BD20 7BX (HM LAND REGISTRY TITLE NUMBER: NYK484701) THE FREEHOLD LAND KNOWN AS UNITS 6, 7 AND 8 MIDLAND MILLS, STATION ROAD, CROSS HILLS, KEIGHLEY, BD20 7DT (HM LAND REGISTRY TITLE NUMBER: NYK422260) THE FREEHOLD LAND KNOWN AS UNIT 22, MIDLAND MILLS, STATION ROAD, CROSS HILLS, KEIGHLEY, BD20 7DT (HM LAND REGISTRY TITLE NUMBER: NYK476133) THE FREEHOLD LAND KNOWN AS UNIT 2 CROSS HILLS BUSINESS CENTRE, SKIPTON ROAD, CROSSHILLS, BD20 7BX (HM LAND REGISTRY TITLE NUMBER: NYK92466) THE FREEHOLD LAND KNOWN AS UNIT 5 CROSSHILLS ENTERPRISE CENTRE, SKIPTON ROAD, CROSSHILLS, BD20 7BX (HM LAND REGISTRY TITLE NUMBER: NYK332594) THE FREEHOLD LAND KNOWN AS UNIT 1B ENTERPRISE CENTRE, SKIPTON ROAD, CROSS HILLS, BD20 7BX (HM LAND REGISTRY TITLE NUMBER: NYK484701) THE FREEHOLD LAND KNOWN AS UNIT 19 MIDLAND MILLS, STATION ROAD, CROSS HILLS, KEIGHLEY, BD20 7DT (HM LAND REGISTRY TITLE NUMBERS: NYK409865, NYK409863 (IN PART))**

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 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: **AKIN GUMP LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1149113

Charge code: 0114 9113 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2023 and created by AIREDALE CHEMICAL COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd January 2024 .

Given at Companies House, Cardiff on 3rd January 2024

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**

DATED 21 December 2023

(1) THE COMPANIES LISTED IN SCHEDULE 1
as New Chargors

(2) AIREDALE NEWCO LIMITED
as Original Chargor

and

(3) ALTER DOMUS TRUSTEES (UK) LIMITED
as Security Agent

DEED OF ACCESSION TO THE DEBENTURE

THIS DEED is made on 21 December 2023

BETWEEN:-

- (1) **THE COMPANIES** listed in Schedule 1 (*New Chargors*) (each a "**New Chargor**" and, together, the "**New Chargors**");
- (2) **AIREDALE NEWCO LIMITED**, a company registered in England and Wales with company number 15335361 whose registered office is at Airedale Mills Skipton Road, Crosshills, Keighley, West Yorkshire, United Kingdom, BD20 7BX (the "**Company**"); and
- (3) **ALTER DOMUS TRUSTEES (UK) LIMITED** as Security Agent and trustee for the Secured Parties (as defined in the Debenture, as defined below) (the "**Security Agent**").

RECITALS

- (A) The Company has entered into a debenture dated 21 December 2023 (as supplemented and amended by Deeds of Accession, Supplemental Debentures or otherwise from time to time, the "**Debenture**") with the Security Agent as Security Agent and trustee for the Secured Parties.
- (B) The New Chargors at the request of the Company, and after giving due consideration to the terms and conditions of the Finance Documents (including, without limitation, the Debenture) and satisfying themselves that there are reasonable grounds for believing that the entry into this Deed of Accession will be of benefit to the New Chargors, have decided in good faith and for the purpose of carrying on their business to enter into this Deed and become Chargors under the Debenture.

THIS DEED WITNESSES as follows:-

1. DEFINITIONS

Words and expressions defined in the Debenture shall have the same meanings in this Deed unless they are expressly defined in this Deed. This Deed is a Deed of Accession.

Additionally, in this Deed:

"**Secured Obligations**" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor (as defined in the Intercreditor Agreement) to any Secured Party under the Debt Documents (as defined in the Intercreditor Agreement), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

2. CONSTRUCTION

- 2.1 Without prejudice to the operation of any applicable term of the Debenture, the principles of construction set out in clause 1.2 (*Interpretation*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.
- 2.2 Unless a contrary intention appears, any reference in this Deed to:
 - 2.2.1 this "**Deed**" is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time; and
 - 2.2.2 the "**New Chargor**" and "**Security Agent**" includes any one or more of its assigns, transferees and successors in title (in the case of the New Chargors to the extent such assignment, transfer or succession is expressly permitted by the Security Agent).

- 2.3 The provisions of clause 1.4 (*Supplemental Debenture*), clause 1.5 (*Deeds of Accession*), clause 15 (*Enforcement of Security*), clause 22.4 (*Remedies and waivers*), clause 22.6 (*Partial Invalidity*), clause 28 (*Counterparts*) and clause 30 (*Jurisdiction*) of the Debenture shall be incorporated into this Deed *mutatis mutandis* as if set out in full in this Deed and references in those clause to "this Debenture" are references to this Deed.

3. ACCESSION

Each New Chargor agrees:

- 3.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargors had been original parties in the capacity of Chargors (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
- 3.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

4. SECURITY

Each New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all their business, undertaking and assets on the terms of clause 3 (*Fixed Security, Assignment and Floating Charge*) of the Debenture, provided that such legal mortgage, first fixed charge, assignment and first floating charge referred to therein shall extend to:

- 4.1 the Real Property of each New Chargor (including, without limitation, any Real Property referred to in Schedule 4 (*Details of Real Property*)) hereto;
- 4.2 the Shares of each New Chargor referred to in Schedule 2 (*Details of Shares*) hereto;
- 4.3 the Intellectual Property of each New Chargor (including, without limitation, any Intellectual Property referred to in Schedule 3 (*Details of Intellectual Property*)) hereto;
- 4.4 the Accounts and the Blocked Accounts of each New Chargor referred to in Schedule 7 (*Details of Accounts and Blocked Accounts*) hereto;
- 4.5 the Specific Contracts of each New Chargor referred to in Schedule 5 (*Details of Specific Contracts*) hereto;
- 4.6 the Insurance Policies of each New Chargor referred to in Schedule 6 (*Details of Insurance Policies*) hereto;
- 4.7 the Tangible Moveable Property of each New Chargor;
- 4.8 all the present and future goodwill and rights of each New Chargor in relation to its uncalled capital;
- 4.9 the Investments of each New Chargor;
- 4.10 the Book Debts of each New Chargor; and
- 4.11 to the extent not otherwise charged or assigned in this Deed or the Debenture, the benefit of all licenses, consents, agreements and Authorisations held or used by each New Chargor in connection with its business or any of its assets.

5. SECURITY TO BE INCLUDED IN DEBENTURE

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of each New Chargor charged to the Security Agent pursuant to this Deed shall form part of the Charged Property and references in the Debenture to the security created by or pursuant to the Debenture shall be deemed to include the security created by or pursuant to this Deed.

6. CONTINUATION OF THE DEBENTURE

6.1 Subject to the amendments contained in this Deed, the provisions of the Debenture shall remain in full force and effect.

6.2 References in the Debenture to "this Debenture", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Deed.

6.3 This Deed is supplemental to the Debenture. On and from the date of this Deed:

6.3.1 this Deed and the Debenture shall be read and construed as one document and in particular the Charged Property shall include the Real Property referred to in the Schedule to this Deed; and

6.3.2 each New Chargor acknowledges that references to the Debenture in the Finance Documents are references to the Debenture as amended by this Deed.

6.4 Each New Chargor confirms:

6.4.1 its knowledge and acceptance of this Deed;

6.4.2 that the Debenture as supplemented by this Deed will continue to secure all liabilities which are expressed to be secured by it.

7. DESIGNATION

This Deed is a Finance Document.

8. GOVERNING LAW

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

SCHEDULE 1
New Chargors

Company name	Company number	Jurisdiction of incorporation	Address for service
Airedale Group Holdings Limited	08368496	England and Wales	Airedale Mills Skipton Road, Crosshills, Keighley, West Yorkshire, United Kingdom, BD20 7BX
Airedale Chemical Company Limited	01149113	England and Wales	Airedale Mills Skipton Road, Crosshills, Keighley, West Yorkshire, United Kingdom, BD20 7BX
McCann Chemicals Limited	03394478	England and Wales	Airedale Mills Skipton Road, Crosshills, Keighley, West Yorkshire, United Kingdom, BD20 7BX

SCHEDULE 2
Details of Shares

Name of company	Description and number of shares	Name of shareholder
Airedale Chemical Company Limited	11,000 ordinary shares of £1.00 each	Airedale Group Holdings Limited
McCann Chemicals Limited	20,000 ordinary shares of £1.00 each	Airedale Group Holdings Limited
D C Cleaning Solutions Limited	1 ordinary share of £1.00 each	Airedale Group Holdings Limited
Airedale Solutions Limited	1 ordinary share of £1.00 each	Airedale Group Holdings Limited
Rigest Trading Limited	1 ordinary share of £1.00 each	Airedale Group Holdings Limited
Alutech Surface Treatments Ltd	1 ordinary share of £1.00 each	Airedale Group Holdings Limited

SCHEDULE 3
Details of Intellectual Property

Chargor	Type of Intellectual Property	Description of Intellectual Property
Airedale Chemical Company Limited	Patent	Airopfos 750 PWG

SCHEDULE 4
Details of Real Property

Chargor	Property description	HM Land Registry Title Number
Airedale Chemical Company Limited	The freehold property known as (Airedale Mills) land and buildings lying on the west side of Skipton Road and land lying to the west side of Skipton Road and land to the rear of St Andrew's Terrace, Crosshills, Keighley BD20 7BX	NYK259555, NYK278132 and NYK152342
Airedale Chemical Company Limited	The freehold land known as Units 1A, B & C Enterprise Centre, Skipton Road, Crosshills, BD20 7BX	NYK484701
Airedale Chemical Company Limited	The freehold land known as Units 6, 7 and 8 Midland Mills, Station Road, Cross Hills, Keighley, BD20 7DT.	NYK422260
Airedale Chemical Company Limited	The freehold land known as Unit 22, Midland Mills, Station Road, Cross Hills, Keighley, BD20 7DT	NYK476133
Airedale Chemical Company Limited	The freehold land known as Unit 2 Cross Hills Business Centre, Skipton Road, Crosshills, BD20 7BX	NYK92466
Airedale Chemical Company Limited	The freehold land known as Unit 5 Crosshills Enterprise Centre, Skipton Road, Crosshills, BD20 7BX	NYK332594
Airedale Chemical Company Limited	The freehold land known as Unit 1B Enterprise Centre, Skipton Road, Cross Hills, BD20 7BX	NYK484701
Airedale Chemical Company Limited	The freehold land known as Unit 19 Midland Mills, Station Road, Cross Hills, Keighley, BD20 7DT	NYK409865, NYK409863 (in part)

SCHEDULE 5
Details of Specific Contracts

None at the date of this Deed.

SCHEDULE 6
Details of Insurance Policies

Chargor	Policy number	Insurer	Policy type
Airedale Group Holdings Limited	RSAP9015837200	Royal & Sun Alliance Insurance Ltd	Commercial Combined
Airedale Group Holdings Limited	RSAP8126290300	Royal & Sun Alliance Insurance Ltd	Combined Liability
Airedale Group Holdings Limited	Y119323QBE0122A	QBE UK Limited	Excess Public Liability
Airedale Group Holdings Limited	MV23Z0028434	Pen Underwriting Limited	Fleet Rated Commercial Motor
Airedale Group Holdings Limited	NZ27271434	Allianz Insurance Plc	Engineering and Construction – Engineering
Airedale Group Holdings Limited	86507074ENP	Aviva Insurance Limited	Engineering Computers
Airedale Group Holdings Limited	PC222647	Zurich Insurance Company Ltd	Management Liability Package
Airedale Group Holdings Limited	UKBBBO19006	Chubb European Group SE	PA and Business Travel
Airedale Group Holdings Limited	C086951K	Royal & Sun Alliance Insurance Ltd	Stock Throughput

SCHEDULE 7
Details of Accounts and Blocked Accounts

1. Unblocked Accounts held with HSBC by Airedale Chemical Company Limited:

1.1 HSBC GBP Account:

Bank	HSBC UK Bank plc
Address	1 Park Row, Leeds, LS1 1LD
Account name	Airedale Chemical Company Limited
Sort code	40 27 15
Account number	
IBAN	
Swift	

1.2 HSBC EUR Account:

Bank	HSBC UK Bank plc
Address	1 Park Row, Leeds, LS1 1LD
Account name	Airedale Chemical Company Limited
Sort code	40 12 76
Account number	
IBAN	
Swift	

1.3 HSBC USD Account:

Bank	HSBC UK Bank plc
Address	1 Park Row, Leeds, LS1 1LD
Account name	Airedale Chemical Company Limited
Sort code	40 12 76
Account number	
IBAN	
Swift	

2. Unblocked Accounts held with NatWest by McCann Chemicals Limited:

2.1 National Westminster Bank plc GBP Account:

Bank	National Westminster Bank plc
Address	Grimsby Branch
Account name	McCann Chemicals Ltd
Sort code	53 61 56
Account number	
IBAN	
Swift	

2.2 National Westminster Bank plc EUR Account:

Bank	National Westminster Bank plc
Address	Grimsby Branch
Account name	McCann Chemicals Ltd
Sort code	60 72 09

Account number		
IBAN		
Swift		

2.3 National Westminster Bank plc USD Account:

Bank	National Westminster Bank plc	
Address	Grimsby Branch	
Account name	McCann Chemicals Ltd	
Sort code	60 73 01	
Account number		
IBAN		
Swift		

SIGNATURE PAGES TO THE DEED OF ACCESSION (DEBENTURE)

New Chargors

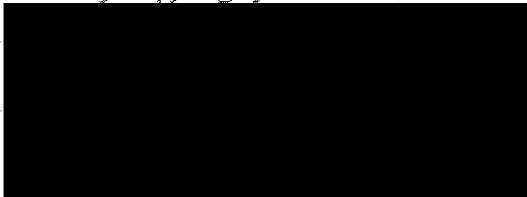
EXECUTED and DELIVERED as a Deed by)
AIREDALE GROUP HOLDINGS)
LIMITED, acting by:)



..... Signature of Director

..... Signature of Director/Secretary

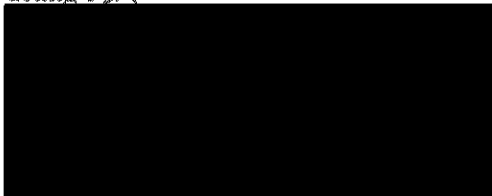
EXECUTED and DELIVERED as a Deed by)
AIREDALE CHEMICAL COMPANY)
LIMITED, acting by:)



..... Signature of Director

..... Signature of Director/Secretary

EXECUTED and DELIVERED as a Deed by)
MCCANN CHEMICALS LIMITED)
acting by:)



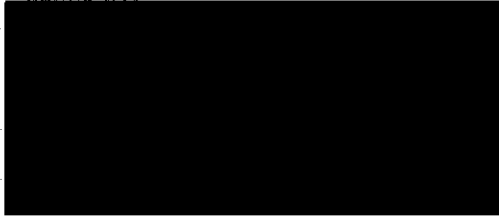
..... Signature of Director

..... Signature of Director/Secretary

Deed of Accession (Debenture)

Company

EXECUTED and DELIVERED as a Deed by)
AIREDALE NEWCO LIMITED)
acting by:)



..... Signature of Director

..... Signature of Director/Secretary

The Security Agent

EXECUTED and DELIVERED as a Deed by)
ALTER DOMUS TRUSTEES (UK))
LIMITED acting by:)
)

Name:

Title: Authorised signatory

in the presence of

Signature of witness:

Name of witness:

Address:

Occupation:

*Deed of Accession (Debenture)***Company**

EXECUTED and **DELIVERED** as a Deed by)
AIREDALE CHEMICAL COMPANY)
LIMITED acting by:)

..... Signature of Director

..... Signature of Director/Secretary

The Security Agent

EXECUTED and **DELIVERED** as a Deed by)
ALTER DOMUS TRUSTEES (UK))
LIMITED acting by:)

Name: *Catherine Hayward - Hughes*

Title: Authorised signatory

in the presence of

Signature of witness:

Name of witness: *Daniel Hayward - Hughes*

Address:

Occupation: *Solicitor*