

MR01

Particulars of a charge

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
instrument Use form MF

For further information, please
refer to our guidance at

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. It must be scanned and placed on the public record



LD3 02/01/2014 #53
COMPANIES HOUSE

Please return
via
CH London Counter

1 Company details

Company number 0 2 3 4 3 7 6 0

Company name in full ACCESS UK LTD
(the **Chargor**)

6 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 d2 d3 m1 m2 y2 y0 y1 y3

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 LLOYDS BANK plc

(the **Security Trustee**)

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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Description

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

Continuation page

Please use a continuation page if you need to enter more details

Description

Capitalised terms used and not otherwise defined in this Form MR01 are defined in the charging instrument

Land

The Chargor charged

(a) by way of legal mortgage its interest in the Land referred to in the schedule to the charging instrument (being the freehold land known as Phillips House, Chapel Lane, Emley, Huddersfield HD8 9ST and registered at the Land Registry under title number WYK454714), and

(b) (subject to Clauses 3 20 and 7 2 4 of the Debenture) by way of fixed charge any right, title, or interest which it has now or may subsequently acquire to or in any Land (save in respect of any leasehold interest in Land where landlord's consent to charge is required unless and until such time as the necessary consent to charge has been obtained by the Chargor)

Intellectual Property

Please see continuation page

5

Fixed charge or fixed security

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

☒ 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

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Negative Pledge

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

☒ Yes

☐ No

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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)

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Signature

Please sign the form here

Signature

Signature

X *Dentons UKMEA LLP* X

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 **LXG/SHJS/CGA/054995 00313**

Company name **Dentons UKMEA LLP**

Address **One Fleet Place**

Post town **London**

County/Region

Postcode **E C 4 M 7 W S**

Country

DX **DX 242 LONDON/CHANCERY LANE**

Telephone **+44 20 7242 1212**

**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

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Description

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

Description

Intellectual Property

The Chargor charged by way of fixed charge all its Intellectual Property Rights, including the Trade Mark Property and all fees, royalties and other rights of every kind deriving from the Trade Mark Property

Definitions

Debenture means the debenture dated 23 March 2011 between, amongst others, Ingleby (1863) Limited and the Security Trustee (as amended from time to time)

Intellectual Property Rights means

- (a) any patents, petty patents, trade marks, service marks, designs, business or trade names, copyrights, database rights, design rights, domain names, rights in designs, software rights, utility models, moral rights, copyrights inventions, confidential information, rights in the nature of copyright, knowhow and all other forms of intellectual or industrial property rights and interests (which may now or in the future subsist), and
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or unregistered

Land has the same meaning as it has in section 205(1) of the Law of Property Act 1925

Trade Mark Property means

- (a) the trade marks listed in the table below in the continuation sheets to this MR01 (the **Trade Marks**);

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Description

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

Description

- (b) any goodwill of the Chargor's business to which any Trade Mark relates, and
- (c) any other right which may arise from, relate to, or be associated with any Trade Mark or its use in the Chargor's business

Trade Marks			
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Mark text
Access UK Ltd	2518322	England	"ACCESS"
Access UK Ltd	2518323	England	"access"
Access UK Ltd	2537087	England	"SelectPay"
Access UK Ltd	2467458	England	"EVOLUTIONS"
Access UK Ltd	2467462	England	"ACCESS EVOLUTIONS"
Access UK Ltd	2480513	England	"ACE"
Access UK Ltd	2481505	England	"ACCESS ACCOUNTING"
Access UK Ltd	2481509	England	"ACCESS DIMENSIONS"
Access UK Ltd	2504634	England	"SELECT CRM"
Access UK Ltd	2504638	England	"SELECT HR"



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 2343760

Charge code. 0234 3760 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2013 and created by ACCESS UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd January 2014

✓

Given at Companies House, Cardiff on 8th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DENTONS

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the part of the charging instrument signed by or on behalf of the chargor, and attaches a true copy of the signature page to each other part of such charging instrument

Dated 2 January 2014

Signed [Signature]

Name Scott Symp

Dentons UKMEA LLP

Supplemental Deed to the Debenture

Dated 23 December **2013**

Ingleby (1863) Limited
(the Parent)

The companies listed in Schedule 1
(together with the Parent, the Chargors)

Lloyds Bank plc (formerly called Lloyds TSB Bank plc)
(the Security Trustee)

Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

Supplemental Deed

Dated 23 December 2013

Between

- (1) Ingleby (1863) Limited, a company incorporated in England and Wales with registered number 07564788 (the Parent),
- (2) The companies listed in Schedule 1 (*Chargors*) (together with the Parent, the **Chargors**), and
- (3) Lloyds Bank plc (formerly called Lloyds TSB Bank plc) as trustee for the Secured Parties (the **Security Trustee**)

Recitals

The Security Trustee, the Parent and the Chargors have entered into the Debenture. The Facilities Agreement is to be amended on or about the date of this Deed and the Chargors have agreed to enter into this Deed to secure, amongst other things, the obligations of the Obligors under the Facilities Agreement as amended

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed

Debenture means the debenture dated 23 March 2011 and made between, the Security Trustee, the Parent and the Original Chargors to which Access UK Limited and Access Technology Group Limited acceded on 23 March 2011 (as amended on 28 October 2011 by the amendment letter dated 23 September 2011)

Facilities Agreement means the facilities agreement between, amongst others, the Parent, Ingleby (1861) Limited and the Security Trustee originally dated 23 March 2011 (as amended by an amendment letter dated 21 June 2012 and as amended and restated by an amendment and restatement agreement dated on or about the date of this Deed)

Finance Document has the meaning given to that term in the Facilities Agreement

Finance Party has the meaning given to that term in the Facilities Agreement

Obligor has the meaning given to that term in the Facilities Agreement

Security has the meaning given to that term in Facilities Agreement

1.2 Construction

- 1.2.1 The principles of construction set out in clause 1.2 (*Construction*) of the Debenture and clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture

1.2.2 Capitalised terms shall have the meaning given to them in the Debenture unless defined herein

1.2.3 Unless a contrary intention appears, any reference in this Deed to

- (a) this **Deed** is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time;
- (b) a **Chargor**, the **Security Trustee** or any other **Finance Party** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of a **Chargor**, so far as any such is permitted), and
- (c) the **Security Trustee** or any other **Finance Party** or a **Receiver** (except for the references in Clause 17 (*Power of attorney*) of the Debenture), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates appointed in accordance with the Finance Documents

1.2.4 The liabilities of the **Chargors** under this Deed and the Debenture are joint and several

1.3 Third party rights

1.3.1 Each **Finance Party**, any **Receiver** and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person, but no other person who is not a party to this Deed has any right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Deed

1.3.2 Notwithstanding any term of any Finance Document, the parties to this Deed and any **Receiver** may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a party to this Deed

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the **Security Trustee**

2 Charge

2.1 Each **Chargor**, with full title guarantee, in favour of the **Security Trustee** (as trustee for the **Secured Parties**), hereby respectively, charges, mortgages and assigns on the terms set out in clause 3 (*Creation of Security*) of the Debenture all its business, assets and undertaking as more specifically referred to in the Debenture, upon the terms contained in the Debenture, as a continuing security for the payment and discharge of the **Secured Liabilities**

2.2 This Deed is supplemental to the Debenture and the provisions of the Debenture shall apply to the **Security** granted under Clause 2.1 of this Deed as if set out in full in this Deed

2.3 Clauses 4 (*Nature of Security Created*), 6 (*Representations and warranties*), 16 (*Further assurance*) and 20 (*Costs and expenses*) shall apply to this Deed as if set out in full herein with any necessary changes

3 Continuation of Debenture

The provisions of the Debenture shall remain in full force and effect This Deed is supplemental to the Debenture

4 Severability

If, at any time, any provision of this Deed 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 any other jurisdiction will in any way be affected or impaired

5 Counterparts

This Deed may be executed in any number of counterparts which will have the same effect as if the signatures on the counterparts were on a single copy of this Deed

6 Law

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it

Executed as a deed and delivered on the date appearing at the beginning of this Deed

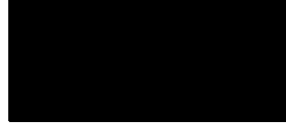
Schedule 1 - The Chargors

Name of Chargor	Registered number (or equivalent, if any)	Notice details
Ingleby (1863) Limited	07564788	Aston Court Marlborough Park Harpenden Hertfordshire AL5 1NL Attention Chris Bayne Fax 01582 465 199
Ingleby (1861) Limited	07509662	Aston Court Marlborough Park Harpenden Hertfordshire AL5 1NL Attention Chris Bayne Fax 01582 465 199
Access UK Ltd	02343760	Aston Court Marlborough Park Harpenden Hertfordshire AL5 1NL Attention Chris Bayne Fax 01582 465 199
Access Technology Group Limited	055756009 05575609 Debtors	Aston Court Marlborough Park Harpenden Hertfordshire AL5 1NL Attention Chris Bayne Fax 01582 465 199

Signatories to Supplemental Deed

Parent

Executed as a deed by)
Ingleby (1863) Limited acting by a)
director in the presence of)



ADAM BROWN

Signature of witness



Name of witness

Ed Hall

Address

WRAGGE & CO LLP
SOLICITORS
3 WATERHOUSE SQUARE
142 HOLBORN
LONDON
EC1N 2SW

Chargors

Executed as a deed by)
Ingleby (1863) Limited acting by a)
director in the presence of)



ADAM BROWN

Signature of witness



Name of witness

Ed Hall

Address

WRAGGE & CO
SOLICITORS
3 WATERHOUSE SQ
142 HOLBORN
LONDON
EC1N 2SW

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Ingleby (1861) Limited acting by a)
director in the presence of)

ADAM BROWN

Signature of witness

Name of witness

Address

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ADAM BROWN

Signature of witness

Name of witness

Address

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3 WATERHOUSE SQUARE
142 HOLBORN
LONDON
EC1N 2SW

The Security Trustee

**Signed for and on behalf of
Lloyds Bank plc**

)
)



CHRIS BIRT