



Registration of a Charge

Company Name: **INDEPENDENT TRUSTEE SERVICES LIMITED**

Company Number: **02567540**



XBWVKGJN

Received for filing in Electronic Format on the: **07/02/2023**

Details of Charge

Date of creation: **02/02/2023**

Charge code: **0256 7540 0021**

Persons entitled: **HSBC UK BANK 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 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: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2567540

Charge code: 0256 7540 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2023 and created by INDEPENDENT TRUSTEE SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2023 .

Given at Companies House, Cardiff on 8th February 2023

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**

Security Accession Deed

This Deed is made on 2 February 2023 between:

- (1) **INDEPENDENT GOVERNANCE GROUP LIMITED** (a company incorporated in England and Wales with registered number 12031956);
 - (2) **INDEPENDENT TRUSTEE SERVICES LIMITED** (a company incorporated in England and Wales with registered number 02567540);
 - (3) **LEADENHALL INDEPENDENT TRUSTEES LIMITED** (a company incorporated in England and Wales with registered number 02303944); and
 - (4) **INDEPENDENT TRUSTEE LIMITED** (a company incorporated in England and Wales with registered number 02473669)
 - (5) **CLARK BENEFIT CONSULTING LTD** (a company incorporated in England and Wales with registered number 08235483)
- (each a "**New Chargor**" and together the "**New Chargors**"); and
- (6) **ENSCO 1375 LIMITED**, (a company incorporated in England and Wales with registered number 12717414) (the "**Original Chargor**")
 - (7) **HSBC UK BANK PLC**, (the "**Security Agent**") as security trustee for the Secured Parties appointed under the Intercreditor Agreement.

1. INTERPRETATION

1.1 In this Deed:

- 1.1.1 the "**Debenture**" means a debenture dated on or around the date of this Deed and entered into between, amongst others, the Original Chargor and the Security Agent; and
- 1.1.2 the "**Trust Accounts**" means any bank account maintained by any of the New Chargors as trustee, in respect of which that New Chargor is not beneficially entitled to monies standing to the credit of such account, including any listed in the schedule to this Deed.

1.2 Unless a contrary indication appears:

- 1.2.1 terms defined in the Debenture will have the same meaning in this Deed; and
- 1.2.2 the principles of construction in clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.

1.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. ACCESSION

2.1 Agreement to accede

Each New Chargor agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed.

2.2 **Effect of accession**

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if each New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created as a result of such accession is created on the date of this Deed). The Debenture will continue in full force and effect and the Debenture and this Deed will be read as one and construed so that references in the Debenture to "**this Deed**" and similar phrases will be deemed to include this Deed of Accession.

3. **SECURITY**

3.1 **Grant of Security**

Without limiting the generality of Clause 2 (*Accession*) above, each New Chargor grants Security on terms set out in clause 3 (*Grant of Security*) of the Debenture as if such terms were set out in full in this Deed.

3.2 **Mortgage**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, each New Chargor charges by way of first legal mortgage:

- 3.2.1 all its Real Property listed in the schedule to this Deed; and
- 3.2.2 all its other Real Property (if any) as at the date of this Deed.

3.3 **Fixed charges**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, each New Chargor charges by way of first fixed charge:

- 3.3.1 all its Specified Shares listed in the schedule to this Deed; and
- 3.3.2 all its accounts, including any listed in the schedule to this Deed, maintained with a Secured party and all monies (including interest) at any time standing to the credit of each such account.

3.4 **Assignment**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, each New Chargor assigns by way of security to the Security Agent:

- 3.4.1 all its Insurances, including any listed in the schedule to this Deed; and
- 3.4.2 all its Specified Contracts listed in the schedule to this Deed; and
- 3.4.3 all its Specified IPR listed in the schedule to this Deed.

3.5 **Real Property Restriction**

Each New Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of HSBC UK Bank plc as security trustee referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Debt Documents. Each New Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

3.6 **No avoidance of Security**

The Security created as a result of this Deed will not in any way be avoided, discharged, released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

3.7 **Trust Accounts**

The Security Agent acknowledges that the New Chargors are not beneficially entitled to monies standing to the credit of the Trust Accounts. Accordingly, the Security Agent agrees that, in respect of the Trust Accounts:

3.7.1 such accounts are excluded from the fixed charge in clause 3.3.2; and

3.7.2 no notice of charge is required to be served pursuant to the Debenture.

4. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

5. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

6. **JURISDICTION**

6.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

6.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

6.3 Clause 6.1 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

Schedule to Accession Deed**Part I
Real Property****Registered Land**

Name of Chargor(s)	Address/description of the Real Property	Title Number
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None at the date of this Deed

**Part II
Specified Shares**

Name of Chargor	Name of company whose shares are held	Company number of whose shares are held	Number and class of shares
Ensco 1375 Limited	Clark Benefit Consulting Ltd	08235483	2 ordinary shares
Ensco 1375 Limited	Independent Governance Limited	12031956	87,800 A ordinary shares
Independent Governance Limited	Group Independent Trustee Services Limited	02567540	100 ordinary shares
Independent Governance Limited	Group Leadenhall Independent Trustees Limited	02303944	5,000 ordinary shares
Independent Governance Limited	Group Independent Trustee Limited	02473669	2 ordinary shares

**Part III
Bank accounts**

Name of Chargor	Account type	Account number	Name of institution and branch at which account held
Clark Benefit Consulting Ltd	Current Account		Lloyds Bank plc
Clark Benefit Consulting Ltd	Savings Account		Lloyds Bank plc
Independent Trustee Services Limited	Current Account		National Westminster Bank Plc
Leadenhall Independent Trustees Limited	Current Account		National Westminster Bank Plc

Independent Trustee Limited	Current Account		National Westminster Bank Plc
Independent Trustee Services Limited	Deposit Account		National Westminster Bank Plc
Independent Trustee Services Limited	Current Account		The Royal Bank of Scotland plc

Part IV Insurances

Name of Chargor	Brief description of policy, including policy number	Policy Expiry Date	Insurance company or underwriter
Independent Governance Group Limited	970SP3227475	9 June 2023	Aviva Insurance Limited
Independent Trustee Services Limited			
Leadenhall Independent Trustees Limited			
Independent Governance Group Limited	86505348ENP	9 June 2023	Aviva Insurance Limited
Independent Trustee Services Limited			
Leadenhall Independent Trustees Limited			
Independent Governance Group Limited	CYS992214375	9 June 2023	Munich Re Speciality Insurance (UK) Limited
Independent Trustee Services Limited			
Leadenhall Independent Trustees Limited			
Independent Trustee Limited			

Part V Specified Contracts

Name of Chargor	Brief description of agreement	Date of agreement	Parties to agreement (including address for service of notices)
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None at the date of this Deed

Part VI
Specified IPR

Name of Chargor	Brief description of right	Registration number (if any)	Date of renewal (if any)
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None at the date of this Deed

Part VII
Trust Accounts

Name of Chargor	Account type	Account number	Name of institution and branch at which account held
Independent Trustee Services Limited as trustee appointed by The Pensions Regulator	Current account		The Royal Bank of Scotland plc
Independent Trustee Services Limited as trustee of the Aztec Cables Limited Pension Scheme	Current account		The Royal Bank of Scotland plc
Leadenhall Independent Trustees Limited as trustee of the Bardwell Heights Ltd Pension Scheme	Current account		The Royal Bank of Scotland plc
Independent Trustee Services Limited as trustee of the Beach Villa Holidays 1992 Pension Scheme	Current account		The Royal Bank of Scotland plc
Leadenhall Independent Trustees Limited as trustee of The Beausale Ltd Pension Scheme	Current account		The Royal Bank of Scotland plc
Leadenhall Independent Trustees Limited as trustee of the Berkeley Securities Ltd Pension Scheme	Current account		The Royal Bank of Scotland plc
Leadenhall Independent Trustees Limited as trustee of the Halfords Assets Ltd Pension Scheme	Current account		The Royal Bank of Scotland plc
Independent Trustee Services Limited as trustee appointed by The Pensions Regulator	Current account		The Royal Bank of Scotland plc
Independent Trustee Services Limited as a trustee of the HSBC Life Assurance Scheme	Current account		The Royal Bank of Scotland plc
Independent Trustee Services Limited as a trustee of the HSBC Life Assurance Scheme	Current account		The Royal Bank of Scotland plc
Independent Trustee Services Limited as trustee of the Carlson and Life Pension Scheme	Client deposit account		The Royal Bank of Scotland plc
Independent Trustee Services Limited as trustee appointed by The Pensions Regulator	Business current account		The Royal Bank of Scotland plc

EXECUTION OF DEED OF ACCESSION

The New Chargors

Executed as a deed by
**INDEPENDENT GOVERNANCE GROUP
LIMITED**
acting by one director in the presence of:

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)
)

[Redacted Signature]

Director

Name: Anthony Livingstone

Witness signature:

[Redacted Signature]

Witness name: Carly Dewey

Witness address:

[Redacted Address]

Executed as a deed by
**INDEPENDENT TRUSTEE SERVICES
LIMITED**
acting by one director in the presence of:

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)
)

[Redacted Signature]

Director

Name: Anthony Livingstone

Witness signature:

[Redacted Signature]

Witness name: Carly Dewey

Witness address:

[Redacted Address]

Executed as a deed by
**LEADENHALL INDEPENDENT TRUSTEES
LIMITED**
acting by one director in the presence of:

)
)
)

[Redacted Signature]

Director

Name: Anthony Livingstone

Witness signature:

[Redacted Signature]

Witness name: Carly Dewey

Witness address:

[Redacted Address]

Executed as a deed by
INDEPENDENT TRUSTEE LIMITED
acting by one director in the presence of:

)
)
)

Director

Name: Anthony Livingstone

Witness signature:

Witness name: Carly Dewey

Witness address:

Executed as a deed by
CLARK BENEFIT CONSULTING LTD
acting by one director in the presence of:

)
)
)

Director

Name: Anthony Livingstone

Witness signature:

Witness name: Carly Dewey

Witness address:

The Original Chargor

Executed as a deed by
ENSCO 1375 LIMITED
acting by one director in the presence of:

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)

Director

Name: Anthony Livingstone

Witness signature:

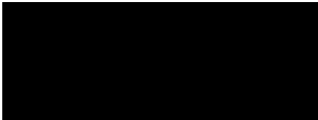
Witness name: Carly Dewey

Witness address:

The Security Agent

Executed as a deed by
Graham Young,
as attorney for
HSBC UK BANK PLC,
in the presence of:

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as attorney for
HSBC UK BANK PLC

Witness signature:



Witness name: Elaine Young

Witness address:

