



Companies House

MR01(ef)

Registration of a Charge

Company name: **IMRIE STEWART LIMITED**

Company number: **03196818**

Received for Electronic Filing: **16/07/2013**



Details of Charge

Date of creation: **01/07/2013**

Charge code: **0319 6818 0003**

Persons entitled: **LLOYDS TSB BANK PLC AS SECURITY AGENT**

Brief description: **AN ACCESSION DEED TO A DEBENTURE DATED 21 DECEMBER 2012 (AS AMENDED, NOVATED, SUPPLEMENTED, EXTENDED OR RESTATED, FROM TIME TO TIME) CREATING FIXED AND FLOATING CHARGES OVER ALL THE ASSETS AND UNDERTAKING (PRESENT AND FUTURE) OF IMRIE STEWART LIMITED, AS MORE PARTICULARLY DESCRIBED IN CLAUSE 6 OF THE ACCESSION DEED**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Notification of addition to or amendment of charge.

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JASON WURZAL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3196818

Charge code: 0319 6818 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2013 and created by IMRIE STEWART LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th July 2013 .

Given at Companies House, Cardiff on 16th July 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

1 JULY 2013

- (1) NEW CHARGORS
- (2) SERVEST GROUP LIMITED
- (3) LLOYDS TSB BANK PLC as Agent
- (4) LLOYDS TSB BANK PLC as Security Agent

Deed of Accession to a Debenture dated 21 December 2013

Eversheds LLP
Bridgewater Place
Water Lane
Leeds
LS11 5DR

Tel 0845 497 9797
Fax 0845 498 4994
Int +44 113 243 0391
DX 12027 Leeds-27
www.eversheds.com

This Deed is made on 1 JULY 2013 between:

- (1) The companies listed in Schedule 1, (the "**New Chargors**" and each a "**New Chargor**");
- (2) Servest Group Limited, a company incorporated in England and Wales with company number 06355228, for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "**First Chargor**");
- (3) Lloyds TSB Bank plc, in its capacity as trustee for the Secured Parties (the "**Security Agent**"); and
- (4) Lloyds TSB Bank plc, in its capacity as agent under the Facilities Agreement (the "**Agent**").

1. **INTERPRETATION**

- 1.1 In this Deed, the "**Debenture**" means a debenture dated 21 December 2012 made between, amongst others, the First Chargor, each of the other Chargors and the Security Agent as amended, novated, supplemented, extended, or restated, from time to time.

- 1.2 Unless a contrary indication appears:

- 1.2.1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture; and

- 1.2.2 the principles of construction set out or referred to in clause 1.3 (*Construction*) of the Debenture shall apply also (where relevant) to this Deed.

2. **COVENANT TO PAY**

2.1 **Covenant**

Each New Chargor as primary obligor and not merely as surety, covenants with the Security Agent that it will pay, discharge and perform the Secured Obligations on demand made on or at any time after the due date for payment provided in the Finance Documents and in the manner provided in the Finance Documents.

3. **REPRESENTATIONS**

Each New Chargor warrants and represents to the Security Agent that:

- 3.1 It is a wholly owned Subsidiary of the First Chargor; and
- 3.2 it has given due consideration to the terms and conditions of the Finance Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed the New Chargor will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business.

4. **AGREEMENT TO ACCEDE**

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

5. **EFFECT OF ACCESSION**

On and after the Effective Date, the Debenture shall 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 consequent on such accession shall be created on the Effective Date).

6. **SECURITY**

6.1 **Security over all assets**

6.1.1 Each New Chargor grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in clause 3 (*Security*) of the Debenture.

6.1.2 Each New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or 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.

6.2 **Specific Security** - Without limiting the generality of Clause 5.1 (*Security over all assets*) or of the Debenture, each New Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Security Agent:

6.2.1 by way of fixed charge, all the Shares (if any) listed in Schedule 5 (*Shares*) to this Deed in respect of each New Chargor; and

6.2.2 by way of fixed charge, all the Distribution Rights accruing to or on such Shares listed in Schedule 2 (*Shares*) to this Deed.

7. **AGREEMENT AND CONSENT BY CHARGORS**

The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed.

8. **CONSTRUCTION**

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Debenture and this Deed shall be read as one and so that references in the Debenture to "**this Deed**", and similar phrases shall be deemed to include this Deed.

9. **COMMUNICATIONS**

9.1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Deed for any

communication or document to be made or delivered under or in connection with this Deed is:

- 9.1.1 In the case of each of the First Chargor, each New Chargor and the Security Agent, those given for it in the signature pages of this Deed;
- 9.1.2 In the case of each Receiver and each Delegate, those notified in writing to the Security Agent (whether in that capacity or in any other capacity) by such Receiver or Delegate (or by the Security Agent on its behalf) as soon as practicable after its appointment,

or any substitute address, fax number or department or officer as the relevant person may notify to the Agent (or as the Agent may notify to the other Parties, if a change is made by the Agent) by not less than 5 Business Days' notice.

10. **THIS DEED**

- 10.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 10.2 Each New Chargor has entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to the First Chargor and certain other members of the Group on the terms agreed in the Finance Documents.
- 10.3 The Agent and the First Chargor designate this Deed as a Finance Document.
- 10.4 This Deed and every counterpart is the property of the Security Agent.

This Deed is made and delivered as a deed on the date stated above.

SCHEDULE 1**New Chargors**

Name	Registered Number	Registered Office
Imrie Stewart Limited	03196818	Prince Consort House Albert Embankment London SE1 7TJ
Maxwell Stewart Maintenance Limited	04626399	Prince Consort House Albert Embankment London SE1 7TJ
MS Fire Limited	07128446	Fox House 26 Temple End High Wycombe Buckinghamshire United Kingdom HP13 5DR

SCHEDULE 5

SHARES

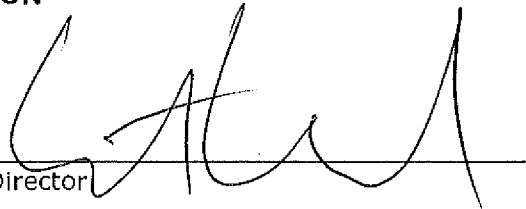
Name of owning Chargor		Name of Subsidiary or other company	Company Number	Number and Class of Shares (and where held by nominees, names of nominees)
1.	Imrie Limited	Stewart Maxwell Stewart Maintenance Limited	04626339	200,000 Ordinary £1 Shares
2.	Imrie Limited	Stewart MS Limited	Fire 07128446	55,000 1 Ordinary Shares

Blair

EXECUTION

The New Chargers

EXECUTED AS A DEED by
Imrie Stewart Limited
 by a director in the presence of:


 Director

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

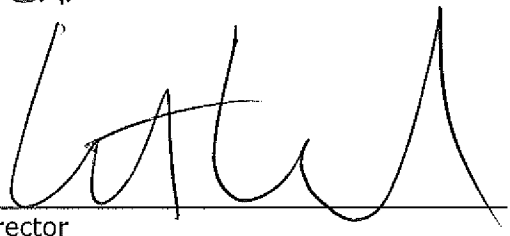


James Davison

c/o Birchalls LLP, Bruny Place, New London Road,
 E5 8DQ CMC OAP

Solutor

EXECUTED AS A DEED by
Maxwell Stewart Maintenance Limited
 by a director in the presence of:


 Director

Signature of witness:

Name of witness:

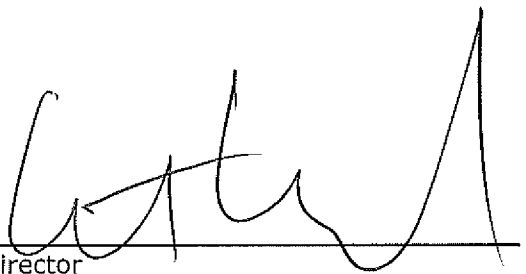
Address of witness:

Occupation of witness:



as above

EXECUTED AS A DEED by
MS Fire Limited Limited
 by a director in the presence of:


 Director

Signature of witness:

Name of witness:

Address of witness:

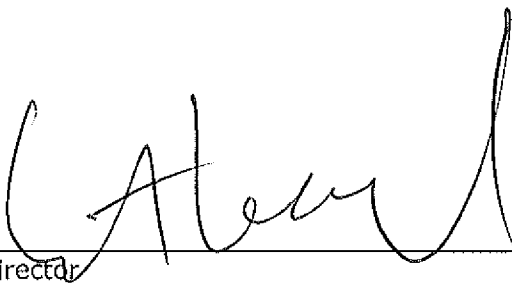
Occupation of witness:



as above

The First Chargor

EXECUTED AS A DEED by
Servest Group Limited
 by a director in the presence of:


 Director

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:


 as above

The Agent

EXECUTED AS A DEED by
 as attorney for **Lloyds TSB Bank plc**,
 in the presence of:

 as attorney for Lloyds TSB Bank plc

Witness signature:

Name:

Address:

Occupation:

Communications to be delivered to:

Address:

Fax number:

Attention:

The Security Trustee

EXECUTED AS A DEED by
 as attorney for **Lloyds TSB Bank plc**,
 in the presence of:

 as attorney for Lloyds TSB Bank plc

Witness signature:

Name:

Address:

Occupation:

Communications to be delivered to:

Address:

Fax number:

Attention: