



Registration of a Charge

Company Name: **PIRTEK EUROPE LIMITED**

Company Number: **03232759**



XC244BG3

Received for filing in Electronic Format on the: **24/04/2023**

Details of Charge

Date of creation: **21/04/2023**

Charge code: **0323 2759 0006**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC (AS SECURITY AGENT)**

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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3232759

Charge code: 0323 2759 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st April 2023 and created by PIRTEK EUROPE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2023 .

Given at Companies House, Cardiff on 25th April 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**

Deed of accession

THIS DEED is made on 21 April 2023

BETWEEN:-

- (1) **THE COMPANIES** whose names and registered offices are set out in Schedule 1 (each a "New Chargor" and together the "New Chargors");
- (2) **FRANCHISE BRANDS PLC** (the "Company") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) **NATIONAL WESTMINSTER BANK PLC** as the Security Agent.

INTRODUCTION

- (A) Each New Chargor is, or will on the date of this Deed become, a wholly-owned Subsidiary of the Company.
- (B) This Deed is supplemental to a deed dated 3 April 2023 (as supplemented and amended from time to time, the "Debenture") between the Company, each of the companies named in the Debenture as Chargors, and the Security Agent as agent and trustee for the Secured Parties.
- (C) Each New Chargor, at the request of the Company and in consideration of the Secured Parties making or continuing to make facilities available to the Company or any other member of its group, has agreed to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

Each New Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if each New Chargor had been an original party to it as a Chargor.

3. SECURITY

Each New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 2 (*Land*);
- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 3 (*Shares*);
- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 4 (*Assigned Insurances*);
- 3.4 the Specified Contracts assigned shall include the Specified Contracts referred to in Schedule 5 (*Specified Contracts*);
- 3.5 the Accounts charged shall include the Accounts referred to in Schedule 6 (*Details of Accounts*);

4. CONSENT OF EXISTING CHARGORS

The Company by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect

their obligations under, or the covenants they have given, or the Security created by, the Debenture.

5. EFFECT ON DEBENTURE

5.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.

5.2 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 mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

6. GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

SCHEDULE 1**NEW CHARGORS**

Company Name	Company Number	Registered Office
Hydraulic Authority I Limited	11685895	Ashwood Court Springwood Close, Tytherington Business Park, Macclesfield, England, SK10 2XF
Hydraulic Authority II Limited	11686208	Ashwood Court Springwood Close, Tytherington Business Park, Macclesfield, England, SK10 2XF
Hydraulic Authority III Limited	11686668	Ashwood Court Springwood Close, Tytherington Business Park, Macclesfield, England, SK10 2XF
Pirtek Europe Limited	03232759	Ashwood Court Springwood Close, Tytherington Business Park, Macclesfield, England, SK10 2XF

SCHEDULE 2**LAND**

None

SCHEDULE 3**Shares**

New Chargor	Name of company in which shares are held	Description and Number of Shares
Hydraulic Authority I Limited	Hydraulic Authority II Limited	1 Ordinary share of £1 each
Hydraulic Authority II Limited	Hydraulic Authority III Limited	1 Ordinary share of £1 each
Hydraulic Authority III Limited	Pirtek Europe Limited	4,565,959 Ordinary shares of £1 each
Pirtek Europe Limited	Pirtek (UK) Limited	150,000 ordinary shares of £1 each

SCHEDULE 4**Assigned Insurances**

Insurer	Policy Type	Policy Number
Arch Insurance (UK) Limited	Commercial Combined	APP56699COM-22
Arch Insurance (UK) Limited	Computer Insurance	U9L0227192/APL00489DBT
CFC Underwriting Limited	Cyber Incident Insurance	ESL1339548437

SCHEDULE 5**SPECIFIED CONTRACTS**

None

SCHEDULE 6**DETAILS OF ACCOUNTS****PART 1****DETAILS OF ACCOUNTS (OTHER THAN BLOCKED ACCOUNTS)**

New Chargor	Name of bank or financial institution	Account number	Sort code
Hydraulic Authority I Limited	Royal Bank of Scotland plc		
Hydraulic Authority II Limited	Royal Bank of Scotland plc		
Hydraulic Authority III Limited	Royal Bank of Scotland plc		
Pirtek Europe Limited	Royal Bank of Scotland plc		

PART 2**BLOCKED ACCOUNTS**

None

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargors

**EXECUTED and DELIVERED as a DEED by)
HYDRAULIC AUTHORITY I LIMITED acting)
by a director in the presence of:)**



.....

Witness signature

DocuSigned by:
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633DA8EF6046461...

Witness name Amanda Mallows

Address

A black rectangular redaction box covering the address.

Occupation Chef

Fax No:

N/A

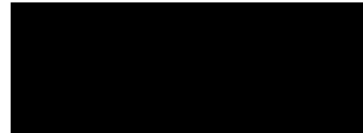
Address:

Ashwood Court Springwood Close,
Tytherington Business Park, Macclesfield,
England, SK10 2XF

Attention:

Julia Choudhury

**EXECUTED and DELIVERED as a DEED by)
HYDRAULIC AUTHORITY II LIMITED acting)
by a director in the presence of:)**



.....

Witness signature

DocuSigned by:
A black rectangular redaction box covering the witness signature.
633DA8EF6046461...

Witness name Amanda Mallows

Address

A black rectangular redaction box covering the address.

Occupation Chef

Fax No:

N/A

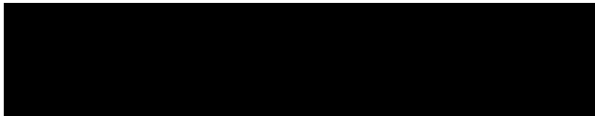
Address:

Ashwood Court Springwood Close,
Tytherington Business Park, Macclesfield,
England, SK10 2XF

Attention:

Julia Choudhury

EXECUTED and DELIVERED as a DEED by)
HYDRAULIC AUTHORITY III LIMITED acting)
by a director in the presence of:)



Witness signature

DocuSigned by:



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Witness name **Amanda Mallows**

Address



Occupation **Chef**

Fax No:

N/A

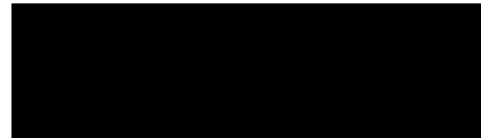
Address:

Ashwood Court Springwood Close,
Tytherington Business Park, Macclesfield,
England, SK10 2XF

Attention:

Julia Choudhury

EXECUTED and DELIVERED as a DEED by)
PIRTEK EUROPE LIMITED acting)
by a director in the presence of:)



....

Witness signature

DocuSigned by:



633DA9EF6046461...

Witness name **Amanda Mallows**

Address



Occupation **Chef**

Fax No:

N/A

Address:

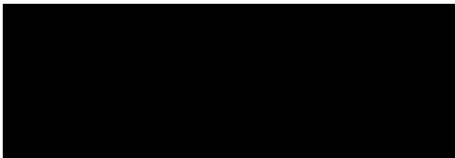
Ashwood Court Springwood Close,
Tytherington Business Park, Macclesfield,
England, SK10 2XF

Attention:

Julia Choudhury

The Company

EXECUTED and DELIVERED as a DEED by)
FRANCHISE BRANDS PLC acting)
by a director in the presence of:)



....

Witness signature



Witness name 633DA9EF8046461...
Amanda Mallows

Address 

Occupation **Chef**

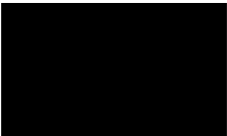
Fax No: **N/A**

Address: **Ashwood Court Springwood Close,
Tytherington Business Park, Macclesfield,
England, SK10 2XF**

Attention: **Julia Choudhury**

The Security Agent

SIGNED for and on behalf of)
NATIONAL WESTMINSTERBANK PLC)



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