



**Registration of a Charge**

Company name: **FULLFLOW GROUP LIMITED**

Company number: **03234676**



X5MG5494

Received for Electronic Filing: **23/12/2016**

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**Details of Charge**

Date of creation: **15/12/2016**

Charge code: **0323 4676 0008**

Persons entitled: **HSBC BANK PLC**

Brief description: **AN OCCUPATIONAL UNDER LEASEHOLD INTEREST OF THE WHOLE OF FULLFLOW HOUSE, HOLBROOK AVENUE, HOLBROOK, SHEFFIELD, S20 3FF (HEAD LEASEHOLD TITLE NUMBER SYK321018) PURSUANT TO A LEASE DATED 14 OCTOBER 2016 MADE BETWEEN SWP PROPERTY HOLDINGS LIMITED (1) AND THE NEW CHARGOR (2) AND IN COURSE OF REGISTRATION AT THE LAND REGISTRY UNDER TITLE NUMBER SYK644558.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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## 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: 3234676

Charge code: 0323 4676 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2016 and created by FULLFLOW GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2016 .

Given at Companies House, Cardiff on 28th December 2016

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 15 DECEMBER 2016

### BETWEEN:-

- (1) **FULLFLOW GROUP LIMITED** (the "**New Chargor**"), a company incorporated in England and Wales with company number 03234676 and whose registered office is at Holbrook Avenue, Holbrook, Sheffield, South Yorkshire, S20 3FF;
- (2) **FRIARS 716 LIMITED** (the "**Parent**") 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) **HSBC Bank Plc** as the Lender.

### INTRODUCTION

- (A) The New Chargor is, or will on the date of this Deed become, a Subsidiary of the Parent.
- (B) This Deed is supplemental to a deed dated on or around the date of this Deed (as supplemented and amended from time to time, (the "**Debenture**")) between, among others, the Parent, each of the companies named in the Debenture as Chargors, and the Lender.
- (C) The New Chargor at the request of the Parent and in consideration of the Lender making or continuing to make facilities available to the Parent 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 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

#### 2. ACCESSION

The 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 the New Chargor had been an original party to it as a Chargor.

#### 3. SECURITY

The New Chargor mortgages, charges and assigns to the Lender 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 1 (*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 2 (*Shares*);
- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 3 (*Assigned Insurances*);

- 3.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 4 (*Assigned Contracts*);
- 3.5 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 5 (*Assigned Accounts*); and
- 3.6 the Charged Accounts charged by way of fixed charge shall include those referred to in Schedule 6 (*Charged Accounts*).

4. **CONSENT OF EXISTING CHARGORS**

The Parent 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 the New Chargor mortgaged, charged or assigned to the Lender (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.

Executed as a deed by **FULLFLOW GROUP** )  
**LIMITED** acting by a director in the presence of: )

.....  
Director's signature

.....  
Director's name

Witness' signature:

Witness' name (BLOCK CAPITALS):

Witness' address:

Witness' occupation:

Executed as a deed by **FRIARS 716 LIMITED**  
acting by a director in the presence of:

Director's signature

D. J. PERRY

Director's name

Witness' signature:

Witness' name (BLOCK CAPITALS):

Witness' address:

Witness' occupation:

## **SCHEDULE 1**

### **Land**

An occupational under-leasehold interest of the whole of Fullflow House, Holbrook Avenue, Holbrook, Sheffield, S20 3FF (head leasehold title number SYK321018) pursuant to a Lease dated 14 October 2016 made between SWP Property Holdings Limited (1) and the New Chargor (2) and in course of registration at the Land Registry under title number SYK644558.

## SCHEDULE 2

### Shares

Name of Company	Description and Number of Shares	Name of Shareholder
Fullflow International Limited	1,000 ordinary shares of £1 each	Fullflow Group Limited
Plasflow Limited	100,000 ordinary shares of £1 each	Fullflow Group Limited



### SCHEDULE 3

#### Assigned Insurances

Policy number	Name and address of insurer	Name and address of broker	Brief description of assets insured	Date of expiry of policy #
10213786	CNA Insurance Company (Europe) Ltd, 77 Gracechurch Street, London, EC3V 0DL	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT	Employers Liability.  Public and Products Liability.  Contractors All Risks.	29.06.2017
10212654	CNA Insurance Company (Europe) Ltd, 77 Gracechurch Street, London, EC3V 0DL	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT	Employers Liability.  Public Liability.  Products Liability.	29.06.2017
UKCASO13039116	ACE European Group Limited via Pen Underwriting Limited, Ace Building 100 Leadenhall Street London EC3A 3BP	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT	Excess Employers Liability.	29.06.2016
BV/23693023	Allianz Insurance Plc, 57 Ladymead, Guildford, Surrey, GU1 1DB	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT	Fleet Rated Commercial Motor.	28.06.2017
UKA2KG2110PH	Aspen Risk Management Limited 30 Fenchurch Street London EC3M 3BD	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT	Material damage to property.  Business interruption.  Money & Assault.  Legal Expenses.	29.06.2017
82268908	Chubb Insurance Company of Europe SE, One America Square, 17 Crosswall, London, EC3N 2AD	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT	Directors & Officers Liability.	29.06.2017
82184763	Chubb Insurance Company of	Arthur J. Gallagher Insurance Brokers	Crime.	29.06.2017

	Europe SE, One America Square, 17 Crosswall, London, EC3N 2AD	Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT		
82365133C	Chubb Insurance Company of Europe SE, One America Square, 17 Crosswall, London, EC3N 2AD	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT	Single Class (Commercial).	29.06.2017
B1370RL0212416	CNA Insurance Company (Europe) Limited via Brit Syndicates Limited via Arthur J Gallagher London Markets 55 Bishopsgate London EC2N 3AS	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT	Excess Public Liability.	29.06.2017
B1370RL0028316	CNA Insurance Company (Europe) Limited via Brit Syndicates Limited via Arthur J Gallagher London Markets 55 Bishopsgate London EC2N 3AS	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT	Excess Public Liability.	29.06.2017
OVA041600025	Munich Re Syndicate Ltd (475 at Lloyds) via Northern Marine Underwriters Limited, 6th Floor 45 Church Street Birmingham B3 2RT	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT	Air Cargo.	29.06.2017
LK804730	Zurich Insurance Plc, The Zurich Centre, 3000 Parkway, Fareham, Whiteley, PO15 7JZ	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blythwood Street, Glasgow G2 7AT	Premises.  Total Strategic Equipment Breakdown by Type.  Portable Computers.  Increased Cost of Working.	29.06.2017
VGT 12510	Royal & Sun Alliance Insurance Plc via Pen Underwriting	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55	Group Travel (Personal & Business)	29.06.2017

	Limited 60 Lombard Street London EC3V 9LJ	Blysthwood Street, Glasgow G2 7AT		
FI0859716	Pioneer Underwriting Ltd & International General Insurance Co (UK) Limited via Arthur J Gallagher (UK) Limited, The Walbrook Building, 25 Walbrook, London, EC4N 8AW	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7 <sup>th</sup> Floor, 55 Blysthwood Street, Glasgow G2 7AT	Excess Professional Indemnity.	29.06.2017
FI0859616	CNA Insurance Company (Europe) Limited via Arthur J Gallagher (UK) Limited The Walbrook Building 25 Walbrook London EC4N 8AW	Arthur J. Gallagher Insurance Brokers Limited, Spectrum Building 7th Floor, 55 Blysthwood Street, Glasgow G2 7AT	Professional Indemnity Package.	29.06.2016

**SCHEDULE 4**

**Assigned Contracts**

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**SCHEDULE 5**

**Assigned Accounts**

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**SCHEDULE 6**

**Charged Accounts**

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