

MR01

Particulars of a charge

104548/13

Laserform

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 there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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
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. This will
be scanned and placed on the public record **Do not send the original**

FRIDAY



RCS

27/11/2015
COMPANIES HOUSE

#3

1 Company details

Company number ☒ 0 3 3 6 8 3 3 1
Company name in full Carlisle Nominees Limited

9

→ **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 ☒ d 1 d 7 m 1 m 1 y 2 y 0 y 1 y 5

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 Barclays Bank PLC as Security Agent

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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Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☒ Yes
☐ No

8

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)

9

Signature

Please sign the form here

Signature

Signature

X JCA Piper UK UP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Sarah Moffat

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode EC2V 7EE

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3368331

Charge code: 0336 8331 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th November 2015 and created by CARLISLE NOMINEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2015.

Q

Given at Companies House, Cardiff on 2nd December 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

EXECUTION VERSION

DATE 26 November 2015

THIS ACCESSION DEED is made on DLA Piper UK LLP 2015
SIGNED DLA Piper UK LLP 7 November
BETWEEN

- (1) **CARLISLE NOMINEES LIMITED** a company incorporated in England and Wales with registered number 03368331 (the "Acceding Company"),
- (2) **IMPELLAM GROUP PLC** (the "Company"), and
- (3) **BARCLAYS BANK PLC** (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 6 November 2015 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture").

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed)

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed

2 ACCESSION OF THE ACCEDING COMPANY

(a) Accession

The Acceding Company

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture, and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), the Acceding Company (jointly and severally with the other Chargors), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture

(c) Charge and assignment

Without prejudice to the generality of clause 2(a) (*Accession*), the Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenfure including (without limiting the generality of the foregoing).

- (i) by way of first legal mortgage all the Material Property (if any) vested in or charged to the Acceding Company,
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Company*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time and all monies at any time standing to the credit of such accounts,
- (iv) by way of first fixed charge all Intellectual Property,
- (v) by way of absolute assignment the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances, all claims under the Insurances and all proceeds of the Insurances

(d) Representations

The Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) the Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified in schedule 2 (*Details of Security Asset owned by the Acceding Company*);
- (ii) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Company*) constitute the entire share capital owned by the Acceding Company in the relevant company, and
- (iii) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Company*) identifies all Material Property which is beneficially owned by the Acceding Company at the date of this Deed

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Company (as agent for itself and the existing Chargors):

- (i) consents to the accession of the Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if the Acceding Company had been named in the Debenture as a Chargor

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for the Acceding Company are those identified with its name below.

6. COUNTERPARTS

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

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by the Acceding Company and the Company as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by the Acceding Company and the Company

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Company

Company name	Registered number	Registered office
Carlisle Nominees Limited	03368331	800 The Boulevard, Capability Green, Luton, Bedfordshire, LU1 3BA

SCHEDULE 2 TO THE ACCESSION DEED**Details of Security Assets owned by the Acceding Company****Part 1 - Real Property**

None at the date of this Deed.

Part 2 - Charged Securities

Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Carlisle Staffing PLC	£1 Ordinary share	1	£2,000,000
Carlisle Retail Services (Luton) PLC	£1 Ordinary share	1	£50,000
BMS Limited	£1 Ordinary share	1	£4
Carlisle Group Limited	£0.10 Ordinary share	1	£56,481,392.80

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANY

Executed as a deed, but not delivered until the)
first date specified on page 1, by CARLISLE)
NOMINEES LIMITED acting by)

[REDACTED]

Director DARREN MEE
Witness signature [REDACTED]
Witness name KAMILE PRICE-LATORRE
Witness address Allen & Overy LLP
One Bishops Square
London E1 6AD

Address: 9 Devonshire Square, London, EC2M 4YD

Facsimile No: N/A

Email: Rebecca.watson@impellam.com

Attention: Rebecca Watson

THE COMPANY

Executed as a deed, but not delivered until the)
first date specified on page 1, by IMPELLAM)
GROUP PLC acting by)

[REDACTED]

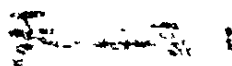
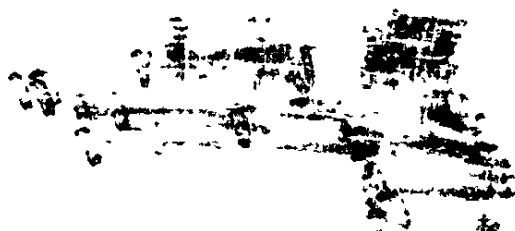
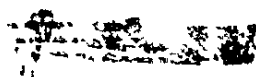
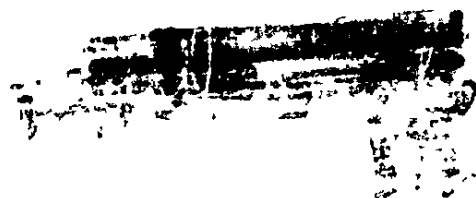
Director DARREN MEE
Witness signature [REDACTED]
Witness name KAMILE PRICE-LATORRE
Witness address Allen & Overy LLP
One Bishops Square
London E1 6AD

Address: 9 Devonshire Square, London, EC2M 4YD

Facsimile No: N/A

Email: Rebecca.watson@impellam.com

Attention: Rebecca Watson



THE SECURITY AGENT

Signed by Isana R Devine for)
and on behalf of BARCLAYS BANK PLC:)
)

Signature

A large black rectangular redaction box covering the signature area.

Address: 5 North Colonnade, London, E14 5BB

Facsimile No: +44 (0)207 773 4893

Attention: Anthony Girling