



Registration of a Charge

Company name: **SUPPLY DESK LIMITED**

Company number: **03725732**



X4G5QG1U

Received for Electronic Filing: **17/09/2015**

Details of Charge

Date of creation: **11/09/2015**

Charge code: **0372 5732 0008**

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

Brief description: **PLEASE REFER TO THE SECURITY INSTRUMENT FOR FULL DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) .

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:

OSBORNE CLARKE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3725732

Charge code: 0372 5732 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th September 2015 and created by SUPPLY DESK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2015 .

Given at Companies House, Cardiff on 18th September 2015

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



Date: 17/09/15

Osborne Clarke

Apex Plaza, Forbury Road, Reading RG1 1AX

EXECUTION VERSION

ACCESSION DEED

This Accession Deed is made on 11 September 2015

Between:

- (1) **Synarbor Limited** (company number: 05064012) whose registered office is at Second Floor, Sir Wilfrid Newton House, Thorncliffe Park, Chapeltown, Sheffield, South Yorks, S35 2PH;
 - (2) **Supply Desk Limited** (company number: 3725732) whose registered office is at Second Floor, Sir Wilfrid Newton House, Thorncliffe Park, Chapeltown, Sheffield, South Yorks, S35 2PH;
 - (3) **Synarbor Education Limited** (company number: 3884205) whose registered office is at Second Floor, Sir Wilfrid Newton House, Thorncliffe Park, Chapeltown, Sheffield, South Yorks;
- (each a "New Chargor" and together the "New Chargors") and,
- (4) **Lloyds Bank plc** as trustee for itself and for each of the other Secured Parties (the "Security Agent").

and is supplemental to a Debenture granted by the Chargors in favour of the Security Agent on 31 July 2015 (the "Debenture").

This Accession Deed witnesses as follows:

1 Definitions and Interpretation

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.
- 1.2 In this Deed, unless the context otherwise requires, the following definition shall apply:
 - 1.2.1. "Assigned Contract" means each contract specified in the Schedule to this Accession Deed.

2 Confirmation

The New Chargors confirm they have read and understood the content of the Debenture.

3 Accession

With effect from the date of this Accession Deed, the New Chargors become a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4 Security

- 4.1 Without prejudice to the generality of clause 3 (*Accession*), the New Chargors with full title guarantee in favour of the Security Agent:

- (a) charges by way of legal mortgage, all of the Property described in part 1 of the schedule;
- (b) charges by way of first fixed charge:
 - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Investments described in part 2 of the schedule;
 - (v) all Debts;

- (vi) all Blocked Accounts;
 - (vii) all Other Accounts;
 - (viii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (ix) all Intellectual Property Rights described in part 3 of the schedule;
 - (x) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(ix);
 - (xi) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xii) its goodwill and uncalled capital;
 - (xiii) any Charged Agreements; and
 - (xiv) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract; and
 - (iii) any Hedging Agreement;
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clause 4.1(a) or (b) or which are effectively assigned by way of security under sub-clause 4.1(c).
- 4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5 Construction

Save as specifically varied in respect of the New Chargers only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

6 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 this Accession Deed is executed on the date appearing at the head of page 1.

Schedule to Accession Deed

Part 1

Property

| Chargor | Short Description of Property | Title Number (if registered) |
|--|-------------------------------|------------------------------|
| None as at the date of this Accession Deed | | |


Part 2

Investments

| Chargor | Name of company in which Investments are held | Investments held |
|----------------------------|---|-------------------------|
| Synarbor Limited | (1) Supply Desk Limited | 200 ordinary shares |
| | (2) Synarbor Education Limited | 102,020 ordinary shares |
| | (3) Kellis Group Limited | 1000 ordinary shares |
| | (4) LEA Direct Limited | 1 ordinary share |
| | (5) Academy Supply Agency Limited | 1 ordinary share |
| | (6) School Improvement and Support Services Limited | 1 ordinary share |
| | (7) Earlycare Limited | 1 ordinary share |
| | (8) Headsearch Recruitment Limited | 1 ordinary share |
| | (9) Public Recruitment Group Limited | 1 ordinary share |
| | (10) Teachlondon Limited | 1 ordinary share |
| Synarbor Education Limited | (1) Planet Teach Limited | 1 ordinary share |

Part 3

Intellectual Property Rights

| Trade marks | | | | |
|--|-------------------|--------------|-------------|---|
| Chargor | Trade mark number | Jurisdiction | Classes | Trade mark text |
| Synarbor Limited | UK00002529214 | UK | 35, 45 |  |
| Patents | | | | |
| Chargor | Patent number | Jurisdiction | Description | |
| None as at the date of this Accession Deed | | | | |

| Domain Names | |
|---------------------|---|
| Chargor | Domain Names |
| Synarbor Limited | www.thesupplydesk.com |
| | www.synarbor-edusvc.co.uk |
| | www.Synarboreducation.com |
| | www.synarborhr.com |
| | www.synarboreducation.co.uk |
| | www.synarborhr.co.uk |
| | www.synarbor.com |
| | www.synarborplc.com |
| | www.synarbor.co.uk |
| | www.synarborplc.co.uk |
| | www.holidays.synarbor.com |
| | www.synarborixnet.com |
| Supply Desk Limited | https://synarbor.com |
| | https://gateway2.synarbor.net |
| | www.synarborplc.net |
| | www.synarbor-plc.com |
| | www.sissl.co.uk |
| | www.synarboras.co.uk |
| Supply Desk Limited | https://www.synarbor.net/SASAdmin |
| | www.Teachin.co.uk |
| | |

Part 4
Assigned Contracts

| Name of Chargor | Date of contract | Parties to contract | Details of contract |
|--|------------------|---------------------|---------------------|
| None as at the date of this Accession Deed | | | |

Executed as a deed by
SYNARBOR LIMITED

on being signed by

in the presence of:

)
)
)
)
)

Director / Authorised Signatory

Name of witness:

Signature of witness:

Address:

Occupation:

Executed as a deed by
SUPPLY DESK LIMITED

on being signed by

in the presence of:

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)
)
)
)

Director / Authorised Signatory

Name of witness:

Signature of witness:

Address:

Occupation:

Executed as a deed by
SYNARBOR EDUCATION LIMITED

on being signed by

in the presence of:

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)
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)

Director / Authorised Signatory

Name of witness:

Signature of witness:

Address:

Occupation:

Executed as a deed by
LLOYDS BANK PLC
on being signed by

.....
in the presence of:

)
)
)
)
)

.....
Director / Authorised Signatory

Name of witness:

Signature of witness:

Address:

Occupation: