



Registration of a Charge

Company name: **CHESS DYNAMICS LIMITED**

Company number: **03891212**

Received for Electronic Filing: **22/01/2019**



X7XNFVQH

Details of Charge

Date of creation: **18/01/2019**

Charge code: **0389 1212 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: **WE 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 LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3891212

Charge code: 0389 1212 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2019 and created by CHESS DYNAMICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2019 .

Given at Companies House, Cardiff on 23rd January 2019

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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this **EXECUTION VERSION**
22.01.2019

Signed **Osborne Clarke LLP**

This Accession Deed is made on

18 January

2019

Osborne Clarke LLP
Between:

2 Temple Back East **Chess Technologies Limited** (company number: 6539922) whose registered office is at 1 Waterside Drive, Theale, Reading RG7 4SW, **Chess Dynamics Limited** (company number: 3891212) whose registered office is at 1 Waterside Drive, Theale, Reading RG7 4SW and **Vision4ce Limited** (company number: 5958012) whose registered office is also at 1 Waterside Drive, Theale, Reading RG7 4SW (each "New Chargor"); and

Temple Quay, Bristol

BS1 6EG

(2) **National Westminster 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 (as such term is defined therein) and others in favour of the Security Agent on 17 November 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 definitions shall apply:

"Assigned Contract" means each contract specified in the Schedule to this Accession Deed.

2. **Confirmation**

Each New Chargor confirms it has read and understood the content of the Debenture.

3. **Accession**

With effect from the date of this Accession Deed, each New Chargor becomes 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*), each New Chargor 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;

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- (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 4.1(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 Chargor 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

None at the date of this Deed

Part 2

Investments

| Chargor | Name of company in which Investments are held | Investments held |
|----------------------------|--|---|
| Chess Technologies Limited | Chess Dynamics Limited | 100 ordinary shares of £1.00 each |
| Chess Technologies Limited | Vision4ce Limited | 12,677 ordinary shares of £1.00 each 150,000 A ordinary shares of £1.00 each |

Part 3

Intellectual Property Rights

None at the date of this Deed

Part 4

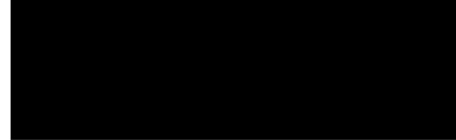
Assigned Contracts

None at the date of this Deed

EXECUTION VERSION

Signatories

Executed and Delivered as a Deed by
Chess Technologies Limited
acting by:



SIMON WALTHER, a Director

Signature of Director

in the presence of:



Signature of witness:

Name of witness:

Sarita Birkho

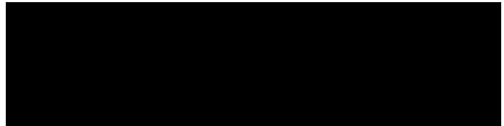
Address of witness:



Occupation of witness:

Solicitor


Executed and Delivered as a Deed by
Chess Dynamics Limited
acting by:



SIMON WALTHER, a Director

Signature of Director

in the presence of:

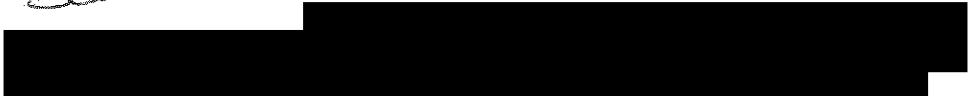


Signature of witness:

Name of witness:

Sarita Birkho

Address of witness:




Occupation of witness:

Solicitor

EXECUTION VERSION

Executed and Delivered as a Deed by
Vision4ce Limited
acting by:

Simon WALTER a Director


Signature of Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

Sarita Bilkhu

Solicitor

The Security Agent

Signed by an authorised signatory
for and on behalf of
National Westminster Bank Plc:


Signature of authorised signatory

Notice details

Address: Syndicated Loans Agency, 250 Bishopsgate, London EC2M 4AA

Fax: 020 7786 5247

Attention: Francis Carey, Agency Relationship Manager

EXECUTION VERSION

Executed and Delivered as a Deed by
Vision4ce Limited
acting by:

....., a Director

.....
Signature of Director

in the presence of:

Signature of witness:

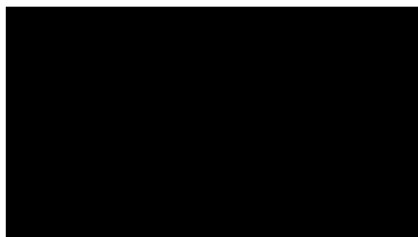
Name of witness:

Address of witness:

Occupation of witness:

The Security Agent

Signed by an authorised signatory
for and on behalf of
National Westminster Bank Plc:



Signature of authorised signatory

Notice details

Address: Syndicated Loans Agency, 250 Bishopsgate, London EC2M 4AA

Fax: 020 7786 5247

Attention: Francis Carey, Agency Relationship Manager