

MR01

Particulars of a charge

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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 the form to
register
instru

For further information, please
refer to the guidance at
[companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for
21 days beginning with the day after the date of c
delivered outside of the 21 days it will be rejected
court order extending the time for delivery

☒ You must enclose a certified copy of the instrume
scanned and placed on the public record **Do not send the original**

THURSDAY



A35

A3BCMO61

03/07/2014

#28

COMPANIES HOUSE

1 Company details

Company number 04220419

Company name in full Maplin Electronics (Holdings) Limited

For official use
6
► **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 26/06/2014

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 Investec 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

MR01

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4	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	None.	<p>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"</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement	
	<p>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</p> <p><input type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p><input checked="" type="checkbox"/> X <i>Osborne Clarke</i> X</p> <p>This form must be signed by a person with an interest in the charge</p>	

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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

Dan Barnhouse (REF: 1014950)

Company name

Osborne Clarke

Address

Apex Plaza

Forbury Road

Post town

Reading

County

Berkshire

Postcode

R G I I A X

Country

DX

Telephone

0118 925 2086



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. 4220419

Charge code. 0422 0419 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2014 and created by MAPLIN ELECTRONICS (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2014.

2

Given at Companies House, Cardiff on 9th July 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We certify that save for material redacted pursuant to Section 859C of the Companies Act 2006, this is the correct copy of this instrument.

Form of Accession Deed

Daniel Bamhaye of
Osborne Clarke
DT Bamhaye

This Accession Deed made on

26th June 2014

Between:

- (1) ✓ **Maplin Electronics (Holdings) Limited** (company number 04220419) whose registered office is at Brookfields Way Manvers, Wath Upon Dearne, Rotherham, South Yorkshire, S63 5DL (the "New Chargor"), and
- (2) **Investec Bank plc** as agent and trustee for itself and for each of the Secured Parties (the "Security Agent"),

and is supplemental to a Debenture granted by MEL Midco Limited and others in favour of the Security Agent on 26th June 2014 (the "Debenture")

Now this Deed witnesses as follows:

1. Definitions and Interpretation

Words and expressions defined in the Debenture shall have the same meaning in this Accession Deed

2. Confirmation

The New Chargor confirms it has been supplied with a copy of the Debenture and that it is a member of the Group

3. Accession

The New Chargor:

- (a) covenants with the Security Agent for the benefit of the Security Agent and each of the Secured Parties (including their respective assigns, transferees and successors in title) to be bound by all the terms of the Debenture, and
- (b) creates and grants with effect from the date of this Deed, the mortgages, charges, assignments and other Security which are stated to be created or granted pursuant to the Debenture,

as if the New Chargor had been an original party to the Debenture as a Chargor

4. Security

- 4.1** Without prejudice to the generality of Clause 3 of this Deed, the New Chargor charges and assigns with full title guarantee in favour of the Security Agent

- (a) by way of legal mortgage, the Property specified in Part 1 of the Schedule to this Deed, and all Rights relating to such Property;
- (b) by way of first fixed charge:
- (i) all Property not validly charged in Clause 4.1(a) and all Rights relating to such Property,

- (ii) all easements, rights and agreements in respect of all Property, and
- (iii) all proceeds of sale derived from all Property,
- (c) by way of first fixed charge, its Contracts,
- (d) by way of first fixed charge
- (i) all of its Non-Vesting Receivables to the extent not effectively assigned by way of security under Clause 4.1(s).
- (ii) all Associated Rights pertaining to its Non-Vesting Receivables,
- (iii) all of its Other Receivables,
- (iv) all Associated Rights pertaining to its Other Receivables;
- (e) by way of first fixed charge, all the Intellectual Property Rights specified in respect of that Chargor in Part 4 of the Schedule to this Deed,
- (f) by way of first fixed charge, all its Intellectual Property Rights not charged by Clause 4.1(e),
- (g) by way of first fixed charge, its Plant and Machinery,
- (h) by way of first fixed charge, the Securities specified in Part 2 of the Schedule to this Deed,
- (i) by way of first fixed charge, all its Securities not charged by Clause 4.1(h),
- (j) by way of first fixed charge, all its Derivative Assets of a capital nature;
- (k) by way of first fixed charge, all its Derivative Assets of an income nature,
- (l) by way of first fixed charge all its present and future bank accounts, cash at bank and credit balances (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest),
- (m) by way of first fixed charge, all its goodwill and uncalled capital for the time being,
- (n) by way of absolute assignment, all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances,
- (o) by way of absolute assignment, all other present and future insurances and the proceeds of such insurances not charged by Clause 4.1(n);
- (p) by way of absolute assignment, the benefit of contracts specified as Assigned Contracts in Part 3 of the Schedule to this Deed,
- (q) by way of absolute assignment, the benefit of the Hedging Agreements and any letters of credit issued to it,
- (r) by way of absolute assignment, all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4.1(a) to 4.1(q) above,

Trade marks	Chargor	Trade mark number	N/A	Jurisdiction	N/A	Classes	N/A	Trade mark (text)	N/A
Patents	Chargor	Patent number	N/A	Jurisdiction	N/A	Description	N/A		

Intellectual Property Rights

Part 4

Chargor	Date of contract	Parties to contract	Details of contract	N/A
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Assigned Contracts

Part 3

Chargor	Name of company in which Securities are held	Maplin Electronics Limited	70,000 ordinary shares	350,000 redeemable ordinary shares
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Securities

Part 2

Chargor	Short Description of Property	Title Number (if registered)	N/A
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Property

Part 1

Schedule to Accession Deed

- (s) by way of absolute assignment all its rights, title and interest in and to the Non-Vesting Receivables,
 - (t) by way of first fixed charge, its rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered; and
 - (u) by way of first floating charge, all its undertaking and assets whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all its undertaking and assets referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4.1(a) to 4.1(t) (inclusive) of this Deed
- 4.2 The assignments set out in Clause 4.1 are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.
- 4.3 The floating charge created by Clause 4.1(u) of this Deed 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 this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Debenture" in the Debenture shall include reference to this Accession Deed

6. Governing Law

This Accession Deed shall be governed by and construed according to English law.

In witness whereof the New Chargor and the Security Agent have caused this Accession Deed to be duly executed on the date appearing at the head of page 1

Executed and Delivered as a Deed)
for and on behalf of)
MAPLIN ELECTRONICS)
(HOLDINGS) LIMITED)
by)

Signature of Director

Name of Director

in the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness