

MR01

Particulars of a charge



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

V/ 103255

☒ **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
instrument Use form MR08

WEDNESDAY



L3H2XZ5S

LD4

24/09/2014

#25

COMPANIES HOUSE

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. If delivered outside of the 21 days it will be rejected unless it is accompanied 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**

1 Company details

Company number 0 4 6 1 0 5 1 4

Company name in full SJD(South) Limited

2 For official use

→ **Filling 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 d1 d7 m0 m9 y2 y0 y1 y4

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 The Bank of New York Mellon, London Branch

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

Particulars of a charge

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

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 *Carl Cameron* 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 Erin Ringland

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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: 4610514

Charge code: 0461 0514 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2014 and created by SJD (SOUTH) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th September 2014.

Given at Companies House, Cardiff on 26th September 2014



Companies House



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

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER S.
859G COMPANIES ACT 2006

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 17 September
BETWEEN

.....CMS Cameron McKenna
Date: 17/9/2014
CMS Cameron McKenna LLP,
Mitre House, 160 Aldersgate
Street, London EC1A 4DD

- (1) THE COMPANIES whose respective names and company numbers appear in Schedule 1 (the "New Chargors"),
- (2) PRESIDENT TOPCO LIMITED (a company incorporated in England and Wales with registered number 9199221 (the "Parent") for itself and as agent for and on behalf of each of the existing Chargors, and
- (3) THE BANK OF NEW YORK MELLON, LONDON BRANCH as security trustee for itself and the other Secured Parties (the "Security Agent").

RECITAL

This deed is supplemental to a debenture dated 17 September 2014 between, inter alia, the Parent, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture")

NOW THIS DEED WITNESSES as follows

1. INTERPRETATION

Definitions

- 1.1 Terms defined in the Debenture have the same meaning when used in this deed.

Construction

- 1.2 Clause 1.3 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

2. ACCESSION OF NEW CHARGORS

Accession

- 2.1 Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as Chargor

Accession

- 2.2 Each New Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations and indemnify the Security Agent and each of the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms

3. FIXED SECURITY

Mortgage of Real Property

- 3.1 Each New Chargor charges, by way of first legal mortgage, its Mortgaged Property

Fixed charge over Real Property

- 3 2 Each New Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 3.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights

Fixed charge over Tangible Moveable Property

- 3 3 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights

Fixed charge over Accounts

- 3 4 Each New Chargor charges, by way of first fixed charge, all monies standing to the credit of its Accounts (including the Cash Collateral Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts

Fixed charge over Hedging Agreements

- 3 5 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in the Hedging Agreements

Fixed charge over Monetary Claims

- 3 6 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture) and all Related Rights (to the extent not already charged under this clause 3 6).

Fixed charge over Investments

- 3 7 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Distribution Rights.

Fixed charge over Shares

- 3 8 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Distribution Rights

Fixed charge over Intellectual Property

- 3 9 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights

Fixed charge over goodwill

- 3 10 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that New Chargor

Fixed charge over other assets

- 3 11 Each New Chargor charges (to the extent not validly and effectively assigned pursuant to clauses 3 12 (*Assignment of Accounts*) to 3 14 (*Assignment of Insurance Policies*), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Cash

Collateral Account, Specific Contract and each Insurance Policy of that New Chargor and all Related Rights in relation to each of those assets

Assignment of Accounts

- 3 12 Each New Chargor assigns and agrees to assign absolutely with full title guarantee, all of its rights, claims, title and interest from time to time in and to each Cash Collateral Account of that New Chargor and all Related Rights

Assignment of Specific Contracts

- 3 13 Each New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Specific Contract of that New Chargor and all Related Rights

Assignment of Insurance Policies

- 3 14 Each New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that New Chargor and all Related Rights

4. FLOATING CHARGE

- 4 1 Each New Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that New Chargor
- 4 2 The floating charge created pursuant to clause **Error! Reference source not found.** above shall be deferred in point of priority to all Fixed Security validly and effectively created by that New Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- 4 3 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant clause 4 1 above

5. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

6. CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

7. LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) shall be governed by, and construed in accordance with, English law

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written

SCHEDULE 1

The New Chargors

Name	Company Number	Administrative Details	For the Attention of
Nixon Williams Limited	03120233	25 Victoria St Westminster, London SW1H 0EX	Kevin Budge
Bowie Limited	06277058	25 Victoria St Westminster, London SW1H 0EX	Kevin Budge
Fixed Fee Tax Return Company Limited	03248192	25 Victoria St Westminster, London SW1H 0EX	Kevin Budge
SJD (Group) Limited	03809453	25 Victoria St Westminster, London SW1H 0EX	Kevin Budge
SJD (South West) Limited	04297543	25 Victoria St Westminster, London SW1H 0EX	Kevin Budge
SJD (North West) Limited	04485646	25 Victoria St Westminster, London SW1H 0EX	Kevin Budge
SJD (North East) Limited	04314232	25 Victoria St Westminster, London SW1H 0EX	Kevin Budge
SJD (South) Limited	04610514	25 Victoria St Westminster, London SW1H 0EX	Kevin Budge
SJD (Central) Limited	05098150	25 Victoria St Westminster, London SW1H 0EX	Kevin Budge
SJD (Leeds) Limited	08667597	25 Victoria St Westminster, London SW1H 0EX	Kevin Budge
SJD (Birmingham) Limited	04247847	25 Victoria St Westminster, London SW1H 0EX	Kevin Budge

SCHEDULE 2
Mortgaged Property

New Chargor	Premises at:	County/District	Registered at HM Land Registry under Title No:
Nixon Williams Limited	Units 4, Calder Court Shorebury Point Blackpool	Blackpool	LAN60014

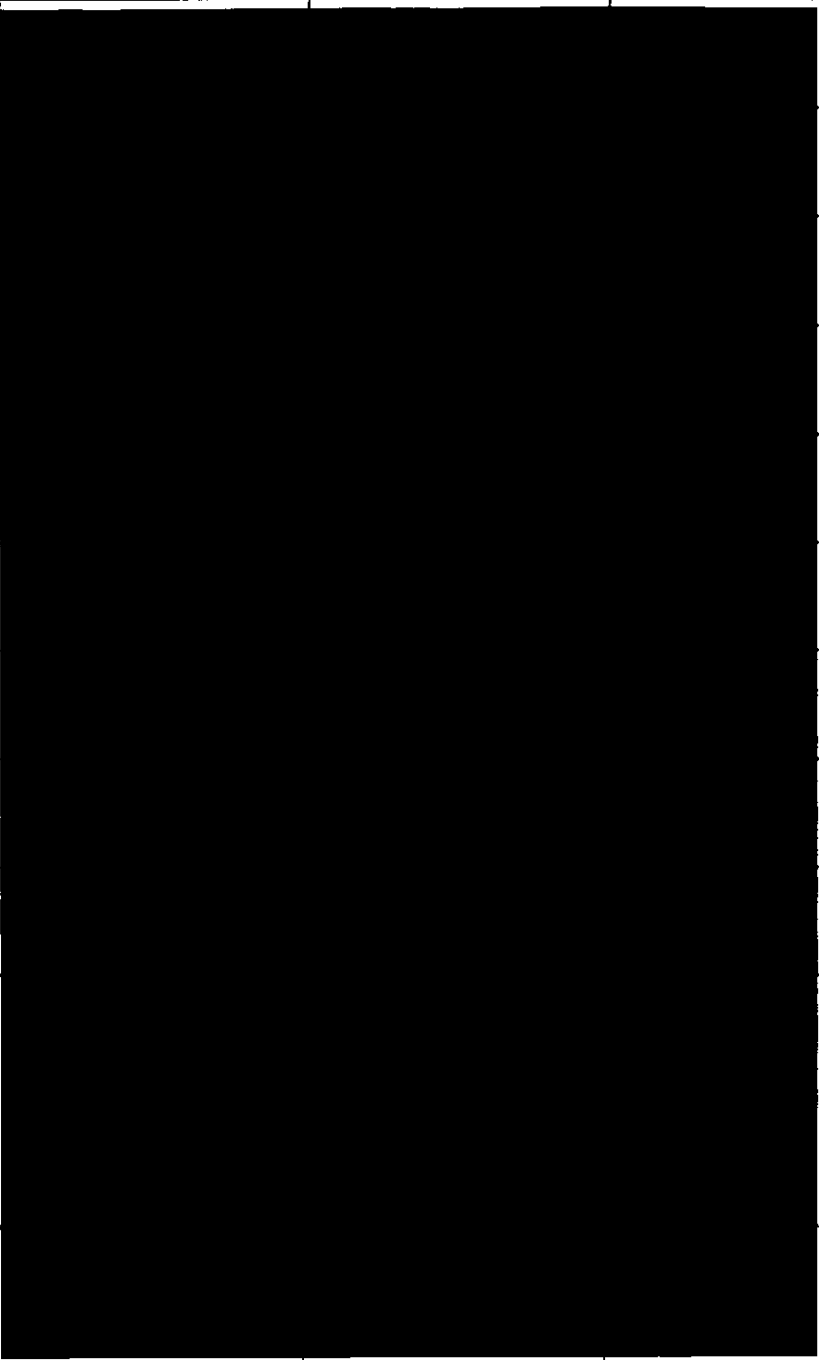
**SCHEDULE 3
SHARES**

New Chairgor	Subsidiary	Number and class of shares
Bowie Limited	Fixed Fee Tax Return Company Limited	1 ordinary share of £1
Bowie Limited	SJD Group Limited	50,000 ordinary A shares of £1 each
Fixed Fee Tax Return Company Limited	SJD Group Limited	49,000 ordinary B shares of £1 each
Bowie Limited	SJD Group Limited	100 ordinary C shares of £1 each
Bowie Limited	SJD (South West) Limited	2 ordinary shares of £1 each
Bowie Limited	SJD (North West) Limited	100 ordinary shares of £1 each
Bowie Limited	SJD (North East) Limited	100 ordinary shares of £1 each
Bowie Limited	SJD (South) Limited	100 ordinary shares of £1 each
Bowie Limited	SJD (Central) Limited	3 ordinary shares of £1 each
Bowie Limited	SJD (London) Limited	100 ordinary shares of £1 each
SJD Group Limited	SJD (Directors) Limited	1 ordinary share of £1
SJD Group Limited	SJD (Secretaries) Limited	1 ordinary share of £1
SJD Group Limited	SJD Accountancy (Financial Services) Limited	2 ordinary shares of £1 each
Bowie Limited	SJD Insolvency Limited	1 ordinary share of £1
Bowie Limited	SJD (Leeds) Limited	100 ordinary shares of £1 each
Bowie Limited	SJD Birmingham Limited	100 ordinary shares of £1 each

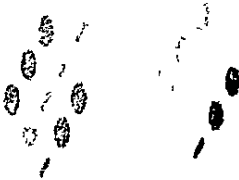
SCHEDULE 4

ACCOUNTS

Chargor	Account Bank (including sort code)	Account Number	Sort code
SJD Group Limited			
SJD Group Limited			
SJD Group Limited			
SJD (Central) Limited			
SJD (South) Limited			
SJD (South West) Limited			
SJD (North East) Limited			
SJD (North West) Limited			
SJD (Birmingham) Limited			
SJD International Limited			
SJD Group Limited			
SJD Group Limited			
SJD Group Limited			
Bowie Limited			
SJD (Central) Limited			
SJD Group Limited			

SJD (South West) Limited		
SJD (North West) Limited		
SJD (North East) Limited		
SJD International Limited		
SJD (Birmingham) Limited		
SJB (South) Limited		
SJD Insolvency Services Limited		
SJD Insolvency Services Limited		
SJD (Leeds) Limited		
Nixon Williams Limited		
Nixon Williams Limited		

SCHEDULE 5
Intellectual Property

Mark	Country	Number	Class(es)	Proprietor/Chargor	Filing Date
	UK	UK00002266124	9,16,35,36	SJD Group Limited	02 April 2001
SJD	UK	UK00002266074	9,16,35,36	SJD Group Limited	02 April 2001

SCHEDULE 6
Insurance Policies

Type of Policy	Policy number	Insurer
Motor	005969856	NIG – UK Insurance Ltd
Office Combined	POF0001218	Via Townergate Underwriting Group Ltd Other than Legal Expenses Allianz Insurance Plc, QBE Insurance (Europe) Limited Legal Expenses DAS Legal Expenses Insurance Company Limited
Professional Indemnity	Epic 50548A/ProfLiab/10698393	Via Epic Underwriting Royal & Sun Alliance plc
Directors and Officers	GO666523	Zurich Insurance plc
Motor	97MF18016846	Aviva Insurance Limited
Office Combined	97OSP3059745	Aviva Insurance Limited
Office Combined	11/TX/22189270/05	Allianz Insurance Plc
Office Combined	ICO00003527/OFF	Qbe Insurance Ltd
Computer	86500541ENP	Aviva Insurance Limited
Private Medical	Group No 50802	AXA PPP Healthcare Limited

EXECUTION PAGES

The NEW CHARGORS

Executed as a deed by
NIXON WILLIAMS LIMITED
on being signed by

in the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by
BOWIE LIMITED
on being signed by

in the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by
**FIXED FEE TAX RETURN COMPANY
LIMITED**
on being signed by

in the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by
SJD (GROUP) LIMITED
on being signed by

in the presence of

Signature of witness
Name
Address
Occupation

Executed as a deed by
SJD (SOUTH WEST) LIMITED
on being signed by

in the presence of

Signature of witness
Name
Address
Occupation

Executed as a deed by
SJD (NORTH WEST) LIMITED
on being signed by

in the presence of

Signature of witness
Name
Address
Occupation

Executed as a deed by
SJD (NORTH EAST) LIMITED
on being signed by

in the presence of

Signature of witness
Name
Address
Occupation

Executed as a deed by
SJD (SOUTH) LIMITED
on being signed by:

in the presence of

Signature of witness.

Name

Address:

Occupation.

Executed as a deed by
SJD (CENTRAL) LIMITED
on being signed by

in the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by
SJD (LEEDS) LIMITED
on being signed by

in the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by
SJD (BIRMINGHAM) LIMITED
on being signed by

in the presence of

Signature of witness

Name

Address

Occupation.

THE PARENT

Executed as a deed by
PRESIDENT TOPCO LIMITED
on being signed by

in the presence of

Signature of witness

Name

Address

Occupation

)
[Redacted]

[Redacted]

PREETIQA KAREKHA
[Redacted]

Executed for and on behalf of)
THE BANK OF NEW YORK)
MELLON, LONDON BRANCH)
as Security Agent)

Signature of witness:
Name
Address
Occupation

.. [REDACTED] Kate Russell
Vice President

The Bank of New York Mellon
One Canada Square
London E14 5AL