



**Registration of a Charge**

Company name: **STYLES & WOOD GROUP LIMITED**

Company number: **05622016**



X753GFXL

Received for Electronic Filing: **02/05/2018**

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**Details of Charge**

Date of creation: **20/04/2018**

Charge code: **0562 2016 0008**

Persons entitled: **TOSCAFUND GP LIMITED**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER TO THE CHARGING DOCUMENT DIRECTLY.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**CHARLES WEEMS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5622016

Charge code: 0562 2016 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2018 and created by STYLES & WOOD GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2018 .

Given at Companies House, Cardiff on 4th May 2018

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

## Deed of Accession

THIS DEED is made on 20 APRIL

2018

### BETWEEN

- (1) The companies listed in Schedule 1 to this Deed (each a "New Chargor" and together the "New Chargors");
- (2) CENTRAL SQUARE HOLDINGS LIMITED (as "Parent"), a company registered in England and Wales with company number 09511322; and
- (3) TOSCAFUND GP LIMITED (the "Security Agent") as security trustee for the Secured Parties.

### 1. INTERPRETATION

- (a) In this Deed, the "Debenture" means a debenture dated 21 DECEMBER 2017 made between, amongst others, the Parent and the Security Agent.
- (b) Unless a contrary indication appears:
  - (i) terms defined in the Debenture will have the same meaning in this Deed; and
  - (ii) the principles of construction in clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.
- (c) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

### 2. ACCESSION

#### 2.1 Agreement to accede

Each New Chargor agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed.

#### 2.2 Effect of accession

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if each New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created as a result of such accession is created on the date of this Deed). The Debenture will continue in full force and effect and the Debenture and this Deed will be read as one and construed so that references in the Debenture to "this Deed" and similar phrases will be deemed to include this Deed of Accession.



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

DATE 2 May 2018

SIGNED  
DLA PIPER UK LLP

### **3. SECURITY**

#### **3.1 Grant of Security**

Without limiting the generality of clause 2 (*Accession*), each New Chargor grants Security on terms set out in clause 3 (*Grant of Security*) of the Debenture as if such terms were set out in full in this Deed.

#### **3.2 Mortgage**

Without limiting the generality of clause 3.1 (Grant of security) of the Debenture, the New Chargor charges by way of legal mortgage:

- (a) all its Real Property listed in Part 1 of Schedule 2 to this Deed; and
- (b) all its other Real Property (if any) as at the date of this Deed.

#### **3.3 Fixed charges**

Without limiting the generality clause 3.1 (Grant of security) of the Debenture, the New Chargor charges by way of fixed charge:

- (a) all its Specified Shares listed in Part 2 of Schedule 2 to this Deed;
- (b) all its accounts listed in Part 3 of Schedule 2 to this Deed and maintained with a Secured Party and all monies (including interest) at any time standing to the credit of each such account.

#### **3.4 Assignment**

Without limiting the generality of clause 3.1 (Grant of security) above or the Debenture, each New Chargor assigns by way of security to the Security Agent:

- (a) all its Insurances, including any listed in Part 4 of Schedule 2 to this Deed;
- (b) all its Specified Contracts listed in Part 5 of Schedule 2 to this Deed;
- (c) all its Specified IPR listed in Part 6 of Schedule 2 to this Deed; and
- (d) all its account listed in Part 7 of Schedule 2 to this Deed and maintained with a bank, a financial institution or other person (other than a Secured Party) and all monies (including interest) at any time standing to the credit of each such account.

#### **3.5 Real Property Restriction**

The New Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated \_\_\_\_\_ in favour of Toscafund GP Limited as security trustee referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The New Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

### **3.6 No avoidance of Security**

The Security created as a result of this Deed will not in any way be avoided, discharged, released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

## **4. COUNTERPARTS**

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

## **5. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

## **6. JURISDICTION**

- (a) The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "Dispute").
- (b) The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.
- (c) Clause 6(a) is for the benefit of the Secured Parties only. As a result, the no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

## SCHEDULE 1

### THE NEW CHARGORS

Company Name	Company Registration Number
Styles & Wood Group Limited	05622016
Keysource Limited	03663128
Styles & Wood Investments Limited	05086839
The GDM Group Limited	04201632
Styles & Wood Property Management Limited	04212337
GDM Partnership Building Services Consultants Limited	02662654
Maraq Limited	03005720
Styles & Wood Limited	01568060

## SCHEDULE 2

### PART 1 -- REAL PROPERTY

This schedule has intentionally been left blank.

### PART 2 - SPECIFIED SHARES

Name of Chargor	Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
Styles & Wood Group Limited	Keysource Limited	03663128	6,481 ordinary "A" shares of £1 each
Styles & Wood Group Limited	Styles & Wood Investments Limited	05086839	4,835,970 ordinary shares of £1 each
Styles & Wood Group Limited	The GDM Group Limited	04201632	900 ordinary shares of £1 each
Styles & Wood Investments Limited	Styles & Wood Property Management Limited	04212337	5,930,367 ordinary shares of 1p each
The GDM Group Limited	GDM Partnership Building Services Consultants Limited	02662654	1,000 ordinary shares of £1 each
Styles & Wood Property Management Limited	Maraq Limited	03005720	59,000 ordinary "A" shares of 1p each; 21,000 ordinary "B" shares of 1p each; and 20,000 ordinary shares of 1p each
Maraq Limited	Styles & Wood Limited	01568060	100 ordinary shares of £1 each

### PART 3 -- BANK ACCOUNTS WITH A SECURED PARTY

This schedule has intentionally been left blank.

### PART 4 -- INSURANCES

This schedule has intentionally been left blank.

### PART 5 -- SPECIFIED CONTRACTS

This schedule has intentionally been left blank.

### PART 6 -- SPECIFIED IPR

This schedule has intentionally been left blank.



**PART 7 – BANK ACCOUNTS WITH A BANK, FINANCIAL INSTITUTION OR  
PERSON (OTHER THAN A SECURED PARTY)**

This schedule has intentionally been left blank.

THIS DEED is executed as a deed and delivered on the date stated at the beginning of this Deed.

Executed as a Deed by **Styles & Wood Group Limited**  
acting by a director

PHILIP NICHOLAS LANIGAN

Full Name (Director)

in the presence of:

CAITLIN BRADBURY

Full Name (Witness)

PHILIP NICHOLAS LANIGAN

1 Park Row, Leeds,

LS1 5AB

Address

[Redacted Signature] of Director

[Redacted Signature]

Signature of Witness

Executed as a Deed by **The GDM Group Limited**  
acting by a director

PHILIP NICHOLAS LANIGAN

Full Name (Director)

in the presence of:

CAITLIN BRADBURY

Full Name (Witness)

PHILIP NICHOLAS LANIGAN

1 Park Row, Leeds,

LS1 5AB

Address

[Redacted Signature] of Director

[Redacted Signature]

Signature of Witness

Executed as a Deed by **GDM Partnership Building Services Consultants Limited**  
acting by a director

PHILIP NICHOLAS LANIGAN

Full Name (Director)

in the presence of:

CAITLIN BRADBURY

Full Name (Witness)

PHILIP NICHOLAS LANIGAN

1 Park Row, Leeds,

LS1 5AB

Address

[Redacted Signature] of Director

[Redacted Signature]

Signature of Witness

Executed as a Deed by **Keysource Limited**  
acting by a director

PHILIP NICHOLAS LANIGAN

Full Name (Director)

in the presence of:

CAITLIN BRADSHAW

Full Name (Witness)

RUSSELL MADDAMS LLP

1 Park Row, Leeds,

LS1 5AB

Address

[Redacted Signature] of Director

[Redacted Signature] Signature of Witness

Executed as a Deed by **Styles & Wood Investments Limited**

acting by a director

PHILIP NICHOLAS LANIGAN

Full Name (Director)

in the presence of:

CAITLIN BRADSHAW

Full Name (Witness)

RUSSELL MADDAMS LLP

1 Park Row, Leeds,

LS1 5AB

Address

[Redacted Signature] of Director

[Redacted Signature] Signature of Witness

Executed as a Deed by **Styles & Wood Property Management Limited**

acting by a director

PHILIP NICHOLAS LANIGAN

Full Name (Director)

in the presence of:

CAITLIN BRADSHAW

Full Name (Witness)

RUSSELL MADDAMS LLP

1 Park Row, Leeds,

LS1 5AB

Address

[Redacted Signature] of Director

[Redacted Signature] Signature of Witness

Executed as a Deed by **Maraq Limited**  
acting by a director

PHILIP NICHOLAS LANIGAN

Full Name (Director)

in the presence of:

CATLIN BRADBURY

Full Name (Witness)

PURDIE MASONUP

1 PARK ROW, LEEDS

LS1 5AB

Address

.....  
of Director

.....  
Signature of Witness

Executed as a Deed by **Styles & Wood Limited**  
acting by a director

PHILIP NICHOLAS LANIGAN

Full Name (Director)

in the presence of:

CATLIN BRADBURY

Full Name (Witness)

PURDIE MASONUP

1 PARK ROW, LEEDS

LS1 5AB

Address

.....  
Signature of Director

.....  
Signature of Witness

Executed as a Deed by **Central Square Holdings Limited**

acting by a director

PHILIP NICHOLAS LANIGAN

Full Name (Director)

in the presence of:

CATLIN BRADBURY

Full Name (Witness)

PURDIE MASONUP

1 PARK ROW, LEEDS

LS1 5AB

Address

.....  
of Director

.....  
Signature of Witness

Executed as a deed by  
as attorney for **TOSCAFUND GP LIMITED**,  
in the presence of:

Signature

Name (block capitals)

TIM BEE

as attorney for  
**Toscafund GP  
Limited**

Witness signature

Witness name  
(block capitals)

CHRIS GREENWOOD

Witness address

TOSCAFUND ASSET MANAGEMENT LLP

90 LONG ACRE

LONDON WC2E 9RA