



**Registration of a Charge**

Company name: **J R P JONES & ASSOCIATES LIMITED**

Company number: **06519285**



X9FL3KC2

Received for Electronic Filing: **13/10/2020**

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**Details of Charge**

Date of creation: **02/10/2020**

Charge code: **0651 9285 0002**

Persons entitled: **METRO BANK PLC**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS FIRST FLOOR, 4 BRIDGE STREET, MORPETH, NE61 1NG (TITLE NUMBERS: ND177285 AND ND177286)**

**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:

**GATELEY PLC**



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

Company number: 6519285

Charge code: 0651 9285 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd October 2020 and created by J R P JONES & ASSOCIATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th October 2020 .

Given at Companies House, Cardiff on 14th October 2020

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**

## Security Accession Deed

DATE 2<sup>ND</sup> OCTOBER 2020

### PARTIES

- (1) **J R P JONES & ASSOCIATES LIMITED** a company incorporated and registered in England and Wales (registered number **06519285**) whose registered office is at 5 Roseberry Court, Ellerbeck Way, Stokesley, Middlesbrough, England, TS9 5QT (the **Acceding Chargor**); and
- (2) **METRO BANK PLC** a company incorporated and registered in England and Wales (registered number **06419578**) whose registered office is at One, Southampton Row, London, England, WC1B 5HA (the **Lender**).

### INTRODUCTION

- (A) This accession deed is supplemental to a Debenture (the **Debenture**) dated 14 December 2018 between the Chargors named in that Debenture and the Lender (as previously supplemented and amended by earlier Security Accession Deeds, if any).
- (B) This document is intended to take effect as a deed despite the fact the Lender may only execute it under hand.

### IT IS AGREED

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised terms defined in the Debenture (as defined above) have the same meaning in this accession deed unless expressly defined in this accession deed.
- 1.2 The provisions of clause 1.3 (*Construction*) of the Debenture apply to this accession deed as though they were set out in full in this accession deed, except that references to 'this deed' will be construed as references to this accession deed.
- 1.3 The schedules to this accession deed form part of this accession deed as if set out on the body of this accession deed.

#### 2. ACCESSION

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agree to be bound by all of the terms of the Debenture as if they had originally been parties to it as a Chargor.

#### 3. CREATION OF SECURITY

##### 3.1 Security

- 3.1.1 The Acceding Chargor covenants to pay or discharge, on demand, the Secured Liabilities when they fall due and in accordance with the terms of the Finance Documents.
- 3.1.2 This Security is:
  - (a) created in favour of the Lender;
  - (b) created over present and future assets of the Acceding Chargor;
  - (c) security for payment of all the Secured Liabilities; and
  - (d) made with full title guarantee under the LPMPA.
- 3.1.3 Clause 3.2 and clause 3.3 shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each Charged Asset within any particular class of assets specified.
- 3.1.4 Any failure to create an effective fixed Security Interest (for whatever reason) over a Charged Asset shall not affect the fixed nature of the Security Interest over any other Charged Asset, whether within the same class of assets or not.

### 3.2 Fixed charges

3.2.1 The Acceding Chargor charges by first legal mortgage its Property listed in schedule 1 to this accession deed.

3.2.2 The Acceding Chargor charges by first fixed charge:

- (a) all its other interests in Property (not effectively charged by clause 3.2.1);
- (b) all its other Equipment;
- (c) its Subsidiary Shares, including those listed in schedule 3 to this accession deed;
- (d) all its Securities other than its Subsidiary Shares;
- (e) its Blocked Accounts, including those listed in schedule 4 to this accession deed;
- (f) all its other Bank Accounts;
- (g) the benefit of all Authorisations used in connection with its business or any of its Charged Assets and the right to recover and receive compensation which may be payable to it in respect of any of those Authorisations;
- (h) all its Intellectual Property;
- (i) all its goodwill and uncalled capital;
- (j) all its Receivables; and
- (k) to the extent not effectively assigned under clause 3.3:
  - (i) all its Insurance;
  - (ii) its Material Contracts including those listed in schedule 5 to this accession deed; and
  - (iii) all its Rental Income.

### 3.3 Assignments

The Acceding Chargor assigns and will assign absolutely (subject to a condition for reassignment on irrevocable discharge in full of the Secured Liabilities) all its rights, title, interest and benefit in and to:

3.3.1 Insurance;

3.3.2 Material Contracts and the benefit of any guarantee or Security Interest for the performance of any of its Material Contracts; and

3.3.3 Rental Income.

### 3.4 Floating charge

3.4.1 The Acceding Chargor charges by a first floating charge all its assets not effectively mortgaged, charged or assigned by fixed mortgage, fixed charge or assignment.

3.4.2 The floating charge created by clause 3.4.1 is a qualifying floating charge for the purpose of Paragraph 14 of Schedule B1 to the Insolvency Act.

## 4. NEGATIVE PLEDGE AND NO DISPOSAL

The Acceding Chargor may not:

4.1 create, purport to create or permit to exist any Security Interest over any Charged Asset (unless it is Permitted Security); or

4.2 dispose of any Charged Asset (unless it is a Permitted Disposal),

except as permitted by and in accordance with the Facilities Agreement or otherwise with the prior written consent of the Lender.

5. **REPRESENTATIONS AND WARRANTIES**

The Acceding Chargor makes the following representations and warranties to the Lender:

- 5.1 all Property beneficially owned by that Chargor at the date of this deed is identified in schedule 1 to this accession deed;
- 5.2 it is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 3 to this accession deed (or, in the case of any held by a nominee its behalf, the beneficial owner); and
- 5.3 it is the legal and beneficial owner of the Charged Assets.

6. **INCORPORATION INTO DEBENTURE**

This accession deed and the Debenture shall be read together as one instrument and references in the Debenture to 'this deed' are deemed to include this accession deed.

7. **NOTICES**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Acceding Chargor for any communication or document to be made or delivered under or in connection with the Debenture (including this accession deed) is:

Address: 5 Roseberry Court, Ellerbeck Way, Stokesley, Middlesbrough, England, TS9 5QT

Fax: N/A

Attention: Gustav Fichardt (Finance Director)

8. **GOVERNING LAW**

This accession deed and any non-contractual obligations arising out of or relating to it are governed by the laws of England and Wales.

**EXECUTED** as a deed and delivered on the date stated at the beginning of this accession deed.

**EXECUTED** as a DEED by J R P Jones & Associates Limited acting by a director in the presence of:

Director

Witness signature

Witness name

(in BLOCK CAPITALS) MARYKE FICHARDT

Address

Occupation

Business Manager

SIGNED by as )  
attorney for METRO BANK PLC under a )  
power of attorney dated :

Attorney for METRO BANK PLC

**SCHEDULE 1 – PROPERTY**

<b>Chargor</b>	<b>Property</b>	<b>Interest and Title Number (if any)</b>
J R P Jones & Associates Limited	First Floor, 4 Bridge Street, Morpeth, NE61 1NG	Leasehold  Title number: ND177285 and ND177286

**SCHEDULE 2 – SUBSIDIARY SHARES**

NONE AT THE DATE OF THIS ACCESSION DEED

**SCHEDULE 3 – BLOCKED ACCOUNTS**

NONE AT THE DATE OF THIS ACCESSION DEED

**SCHEDULE 4 – MATERIAL CONTRACTS**

NONE AT THE DATE OF THIS ACCESSION DEED