



Registration of a Charge

Company Name: **ITCHEN STOKE LIMITED**

Company Number: **10612172**



Received for filing in Electronic Format on the: **15/03/2023**

XBZCK180

Details of Charge

Date of creation: **10/03/2023**

Charge code: **1061 2172 0002**

Persons entitled: **ALCUIN GP LIMITED (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: **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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10612172

Charge code: 1061 2172 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th March 2023 and created by ITCHEN STOKE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th March 2023 .

Given at Companies House, Cardiff on 16th March 2023

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**

EXECUTION VERSION

Dated this 15 March 2023

Signed

**Accession Deed**Osborne Clarke LLP
One London Wall
London
EC2Y 5EB**This Accession Deed** is made on

10 March 2023

Between:

- (1) **Itchen Stoke Limited**, a private company registered in England and Wales with company number 10612172 and whose registered office is at 71 Queen Victoria Street, London, United Kingdom, EC4V 4BE (the "**New Chargor**"); and
- (2) **Alcuin GP Limited**, a private company registered in England and Wales with company number 06442276 and whose registered office is at 16 Great Queen Street, London, WC2B 5AH, AS trustee for itself and for each of the other Secured Parties (the "**Security Agent**"),

This Accession Deed witnesses as follows:**1. Definitions and interpretation**

- 1.1 This Deed is supplemental to the guarantee and debenture granted by the Chargors in favour of the Security Agent on10.March..... 2023 (the "**Debenture**").
- 1.2 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and clause 1.2 (*Interpretation*) of the Debenture shall apply to this Accession Deed.

2. Confirmation

- 2.1 The New Chargor confirms it has read and understood the content of the Debenture.
- 2.2 The New Chargor makes the representations and warranties as set out in clause 6 (*Representations and warranties*) of the Debenture by reference to the facts and circumstances then existing on the date of this Accession Deed.

3. Accession

With effect from the date of this Accession Deed, the 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*), the 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 (*The Property*) of the schedule;
 - (b) charges by way of first fixed charge:
 - (i) all Properties acquired by the Chargor in the future;
 - (ii) all present and future interests of not effectively mortgaged or charged under the preceding provisions of this clause 4 in, or over, freehold or leasehold property;

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- (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
 - (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Secured Asset, and all rights in connection with them;
 - (v) all its present and future goodwill;
 - (vi) all its uncalled capital;
 - (vii) all the Equipment;
 - (viii) all the Intellectual Property;
 - (ix) all the Book Debts;
 - (x) all the Investments;
 - (xi) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
 - (xii) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 4.1(c) below; and
 - (xiii) all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 4.1(c) below.
- (c) assigns to the Security Agent absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:
- (i) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
 - (ii) the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets; and
- (d) charges by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to clauses 4.1(a) to 4.1(c) inclusive.
- 4.2 The floating charge created by clause 4.1(d) above is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

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.

EXECUTION VERSION

In witness this Accession Deed has been executed as a deed and is delivered on the date appearing at the head of page 1.

EXECUTION VERSION

Schedule to Accession Deed

Part 1

(Property)

Chargor	Address or description of Property	Title Number (if registered):

Part 2

(Relevant Agreements)

Chargor	Date of contract	Parties to contract	Details of contract

Part 3

(Shares)

Chargor	Issuer of Shares	Number and class of shares	Details of nominees (if any) holding legal title to shares
Itchen Stoke Limited	Vaughan Limited	1,000 ordinary shares of £1 each	N/A

Part 4

(Intellectual Property)

Chargor	Trademark/Patent number	Jurisdiction	Classes	Trade mark text

Part 5

(Equipment)

Chargor	Description

EXECUTION VERSION

The New Chargor

Executed as a Deed)
by Itchen Stoke Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Signature of witness: [Redacted Signature]

Name: Dudley Rees

Address: [Redacted Address]

Occupation: Director

Security Agent

[Redacted Signature]

accepted for and on behalf of
Alcuin GP Limited
for itself and each of the other Secured Parties