

MR01

Particulars of a charge

128624/13

Laserform

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 this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 by a 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**

SATURDAY



A18 *A3LO77QO* #143
COMPANIES HOUSE

1 Company details

Company number 0 0 4 6 2 3 6 4

Company name in full Typhoon International Limited ✓

1 8 For official use

→ **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 d1 d8 m1 m1 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 HSBC Bank plc /

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

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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

Freehold interest in Typhoon International Ltd,
Limerick Road, Redcar TS10 5JU with title number
CE144482

Freehold interest in Land lying on the South East
side of Limerick Road, Redcar with title number
CE3592

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

Travis Smith WS

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 Natalie Scoones

Company name Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode E C 1 A 2 A L

Country United Kingdom

DX

Telephone 020 7295 3356



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. 462364

Charge code: 0046 2364 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2014 and created by TYPHOON INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2014

P

Given at Companies House, Cardiff on 4th December 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

WE HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL
SAVE TO THE EXTENT REDACTED AS PERMITTED BY SECTION
859G OF THE COMPANIES ACT 2006

Travers Smith LLP

27 November 2014

dated 18 November 2014

Typhoon International Limited

and

HSBC Bank plc

deed of accession

THIS DEED is dated 18 November 2014 between

PARTIES

- (1) **TYPHOON INTERNATIONAL LIMITED** registered in England and Wales with company number 00462364 (the **Additional Chargor**), and
- (2) **HSBC BANK PLC** as lender (the **Lender**)

BACKGROUND

- (A) The Additional Chargor is a Subsidiary of the Parent
- (B) The Parent and others have entered into a debenture dated 18 November 2014 (the **Debenture**) between the Parent, the Chargors under and as defined in the Debenture and the Lender
- (C) The Additional Chargor has agreed to enter into this Deed and to become an Additional Chargor under the Debenture
- (D) The Lender and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand
- (E) The Lender holds the benefit of this Deed on trust for the Secured Parties on the terms of the Finance Documents

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document.

2 ACCESSION AND COVENANT TO PAY

2.1 With effect from the date of this Deed the Additional Chargor

2.1.1 will become a party to the Debenture as a Chargor, and

2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor

2.2 The Additional Chargor hereby covenants with the Lender that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Chargors may at any time have to the Lender or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as

principal or as surety or in some other capacity) The Additional Chargor shall pay to the Lender when due and payable every sum at any time owing, due or incurred by the Additional Chargor to the Lender or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law

- 2.3** Neither the covenant to pay in clause 2.2 above nor the Security constituted by this Deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

3 GRANT OF SECURITY

3.1 Fixed Security

The Additional Chargor hereby charges with full title guarantee in favour of the Lender as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Debenture and listed in Schedule 2 (*Details of Property*) of this Deed shall be a charge by way of legal mortgage) all the Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future

- 3.1.1** the Real Property,
- 3.1.2** the Tangible Moveable Property,
- 3.1.3** the Accounts,
- 3.1.4** the Charged Intellectual Property,
- 3.1.5** any goodwill and rights in relation to the uncalled capital of the Additional Chargor,
- 3.1.6** the Investments and all Related Rights,
- 3.1.7** the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and
- 3.1.8** all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed and all Related Rights

3.2 Assignments

The Additional Chargor hereby assigns with full title guarantee to the Lender as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all the Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party and without prejudice to the Additional Chargor's obligations under Clause 10 3 (*Consent of Third Parties*) of the Debenture, in each case both present and future

3.2.1 the proceeds of any Insurance Policy,

3.2.2 all rights and claims in relation to any Assigned Account, and

3.2.3 each of the Specific Contracts,

and, in each case, all Related Rights

3.3 Floating charge

3.3.1 The Additional Chargor hereby charges with full title guarantee in favour of the Lender as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Additional Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Deed in favour of the Lender as security for the Secured Obligations

3.3.2 The floating charge created by this Clause 3 3 shall be deferred in point of priority to all fixed security validly and effectively created by a Chargor under the Finance Documents in favour of the Lender as security for the Secured Obligations

3.3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3 3

4 LAND REGISTRY RESTRICTION

The Additional Chargor consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered and which forms part of the Real Property

"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 debenture dated [●] 2014 in favour of HSBC Bank plc of 8 Canada Square, London, E14 5HQ or their conveyancer "

5 MISCELLANEOUS

5.1 Construction of Debenture

With effect from the date of this Deed the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed),

5.2 References in Debenture

With effect from the date of this Deed any reference in the Debenture to this Deed and similar phrases will include this deed and

5.2.1 all references in the Debenture to Schedule 2 (*Details of Real Property*) (or any part of it) will include a reference to Schedule 1 (*Details of Real Property*) to this Deed (or relevant part of it),

5.2.2 all references in the Debenture to Schedule 3 (*Details of Intellectual Property*) (or any part of it) will include a reference to Schedule 2 (*Details of Intellectual Property*) to this Deed (or relevant part of it),

5.2.3 all references in the Debenture to Schedule 4 (*Details of Shares*) (or any part of it) will include a reference to Schedule 3 (*Details of Shares*) to this Deed (or relevant part of it)

6 GOVERNING LAW

This Deed and all matters including non-contractual obligations arising out of or in connection with it are governed by English law

7 JURISDICTION

7.1 English courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed or any Mortgage (including a dispute regarding the existence, validity or termination of this Deed or any Mortgage or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed or any Mortgage) (a **Dispute**)

7.2 Convenient forum

The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary

7.3 Exclusive jurisdiction

This Clause 7 is for the benefit of the Lender only. As a result and notwithstanding Clause 7.1 (*English courts*), it does not prevent the Lender from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions.

8 COUNTERPARTS

This Deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this Deed has been duly executed on the date first above written.

SCHEDULE 1
Details of Real Property

Part I - Registered Land

(Freehold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry) is registered as the proprietor at the Land Registry)

Chargor	County and District/ London Borough	Description of Property	Title Number
Typhoon International Limited	Redcar Cleaveland	and Typhoon International Ltd, Limerick Road, Redcar (TS10 5JU)	CE144482
Typhoon International Limited	Redcar Cleaveland	and Land lying on the South East side of Limerick Road, Redcar	CE3592

Part II - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title

Chargor	County and District/ London Borough	Description of Property	Title Number
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Intentionally left blank

SCHEDULE 2
Details of Intellectual Property

SCHEDULE 3
Details of Shares

Chargor	Name of Company in which Shares are held	Class of Shares	Number of Shares held	Issued Share Capital
Intentionally left blank				

SIGNATURES TO ACCESSION DEED

The Additional Chargor

Executed as a deed by

TYPHOON INTERNATIONAL LIMITED

)

)

)

Signature of Director

G J McCutcheon

Name of Director

in the presence of

Signature of witness

Name

Dr. B I Brooke

Address

SIGNATURES TO ACCESSION DEED

The Additional Chargor

Executed as a deed by

)

TYPHOON INTERNATIONAL LIMITED

)

) Signature of Director

Name of Director

in the presence of

Signature of witness

Name

Address

The Lender

EXECUTED as a DEED

by HSBC BANK PLC



WILLIAM ROBERTS