



**Registration of a Charge**

Company name: **MAPLIN ELECTRONICS LIMITED**

Company number: **01264385**



X3BW8YHD

Received for Electronic Filing: **11/07/2014**

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**Details of Charge**

Date of creation: **26/06/2014**

Charge code: **0126 4385 0028**

Persons entitled: **INVESTEC BANK PLC**

Brief description: **THE LEASEHOLD PROPERTY AT UNIT 3, BROOKFIELDS PARK, MANVERS WAY, WATH UPON DEARNE, ROTHERHAM, WITH REGISTERED TITLE NUMBERS SYK609024 AND SYK547499. THE FREEHOLD PROPERTY AT 2 SUTTON NEW ROAD, ERDINGTON, BIRMINGHAM, B23 6TH, WITH REGISTERED TITLE NUMBER WM585754. THE FREEHOLD PROPERTY AT SOUTH WEST SIDE OF VALLEY ROAD, WOMBWELL, BARNSELY, WITH REGISTERED TITLE NUMBER SYK269339. THE TRADE MARK, WITH TRADE MARK NUMBER 009403015, REGISTERED IN THE EUROPEAN COMMUNITY IN CLASSES 09, 11 AND 35. THE TRADEMARK, WITH TRADE MARK NUMBER 000212076, REGISTERED IN THE EUROPEAN COMMUNITY, IN CLASSES 06, 07, 08, 09, 11, 12, 14, 15, 16, 20, 28 AND 42. THE TRADE MARK, WITH TRADE MARK NUMBER 1515988, REGISTERED IN THE UNITED KINGDOM, IN CLASSES 06, 07, 08, 09, 11, 12, 16 AND 20. THE TRADE MARK, WITH TRADE MARK NUMBER 2103791A, REGISTERED IN THE UNITED KINGDOM, IN CLASSES 09 AND 16. THE TRADE MARK, WITH TRADE MARK NUMBER 00153584, REGISTERED IN THE EUROPEAN COMMUNITY, IN CLASSES 09, 11, 12, 35 AND 42. THE TRADE MARK, WITH TRADE MARK NUMBER 2209023, REGISTERED IN THE UNITED KINGDOM, IN CLASSES 09, 11, 12 AND 42. THE TRADE MARK, WITH TRADE MARK REGISTRATION NUMBER 2260329, REGISTERED IN THE UNITED KINGDOM IN CLASSES 09, 11, 12 AND 42. THE TRADE MARK, WITH TRADE MARK NUMBER 005266333, REGISTERED THE EUROPEAN COMMUNITY, IN CASES 06, 08, 09, 11, 12, 14, 16, 28 AND 35. THE TRADE MARK, WITH TRADE MARK NUMBER 1515842, REGISTERED IN THE**

UNITED KINGDOM, IN CLASSES 06, 07, 08, 09, 11, 12 AND 16. THE TRADE MARK, WITH TRADE MARK NUMBER 000212084, REGISTERED IN THE EUROPEAN COMMUNITY, IN CLASSES 07, 08 AND 09. THE TRADE MARK, WITH TRADE MARK NUMBER 2281250, REGISTERED IN THE UNITED KINGDOM IN CLASS 09. THE TRADE MARK, WITH TRADE MARK NUMBER 1406391, REGISTERED IN THE UNITED KINGDOM, IN CLASS 09. THE TRADE MARK, WITH TRADE MARK NUMBER 009402801, REGISTERED IN THE EUROPEAN COMMUNITY, IN CLASSES 09, 11 AND 35. THE TRADE MARK, WITH TRADE MARK NUMBER 009793191, REGISTERED IN THE EUROPEAN COMMUNITY, IN CLASSES 09, 11 AND 12. THE TRADE MARK, WITH TRADE MARK NUMBER 005237334, REGISTERED IN THE EUROPEAN COMMUNITY IN CLASSES 09, 11, 12, 35 AND 42.

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: **OSBORNE CLARKE**



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

Company number: 1264385

Charge code: 0126 4385 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2014 and created by MAPLIN ELECTRONICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th July 2014 .

Given at Companies House, Cardiff on 14th July 2014

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**

I certify that, save for material redacted, pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated: 10 July 2014

Signed: Osborne Clarke

Osborne Clarke, One London Wall, EC2Y 5EB

### Form of Accession Deed

This Accession Deed made on

26th

June 2014

Between:

(1) **Maplin Electronics Limited** (company number: 01264385) whose registered office is at Brookfields Way Manvers, Wath Upon Dearne, Rotherham, South Yorkshire, S63 5DL (the "**New Chargor**"); and

(2) **Investec Bank plc** as agent and trustee for itself and for each of the Secured Parties (the "**Security Agent**"),

and is supplemental to a Debenture granted by MEL Midco Limited and others in favour of the Security Agent on 26th June 2014 (the "**Debenture**").

Now this Deed witnesses as follows:

#### 1. Definitions and Interpretation

Words and expressions defined in the Debenture shall have the same meaning in this Accession Deed.

#### 2. Confirmation

The New Chargor confirms it has been supplied with a copy of the Debenture and that it is a member of the Group.

#### 3. Accession

The New Chargor:

- (a) covenants with the Security Agent for the benefit of the Security Agent and each of the Secured Parties (including their respective assigns, transferees and successors in title) to be bound by all the terms of the Debenture; and
- (b) creates and grants with effect from the date of this Deed, the mortgages, charges, assignments and other Security which are stated to be created or granted pursuant to the Debenture,

as if the New Chargor had been an original party to the Debenture as a Chargor.

#### 4. Security

4.1 Without prejudice to the generality of Clause 3 of this Deed, the New Chargor charges and assigns with full title guarantee in favour of the Security Agent:

- (a) by way of legal mortgage, the Property specified in Part 1 of the Schedule to this Deed, and all Rights relating to such Property;
- (b) by way of first fixed charge:
  - (i) all Property not validly charged in Clause 4.1(a) and all Rights relating to such Property;

- (ii) all easements, rights and agreements in respect of all Property; and
  - (iii) all proceeds of sale derived from all Property;
- (c) by way of first fixed charge, its Contracts;
- (d) by way of first fixed charge:
  - (i) all of its Non-Vesting Receivables to the extent not effectively assigned by way of security under Clause 4.11(s);
  - (ii) all Associated Rights pertaining to its Non-Vesting Receivables;
  - (iii) all of its Other Receivables;
  - (iv) all Associated Rights pertaining to its Other Receivables;
- (e) by way of first fixed charge, all the Intellectual Property Rights specified in respect of that Chargor in Part 4 of the Schedule to this Deed;
- (f) by way of first fixed charge, all its Intellectual Property Rights not charged by Clause 4.1(e);
- (g) by way of first fixed charge, its Plant and Machinery;
- (h) by way of first fixed charge, the Securities specified in Part 2 of the Schedule to this Deed;
- (i) by way of first fixed charge, all its Securities not charged by Clause 4.1(h);
- (j) by way of first fixed charge, all its Derivative Assets of a capital nature;
- (k) by way of first fixed charge, all its Derivative Assets of an income nature;
- (l) by way of first fixed charge all its present and future bank accounts, cash at bank and credit balances (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest);
- (m) by way of first fixed charge, all its goodwill and uncalled capital for the time being;
- (n) by way of absolute assignment, all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances;
- (o) by way of absolute assignment, all other present and future insurances and the proceeds of such insurances not charged by Clause 4.1(n);
- (p) by way of absolute assignment, the benefit of contracts specified as Assigned Contracts in Part 3 of the Schedule to this Deed;
- (q) by way of absolute assignment, the benefit of the Hedging Agreements and any letters of credit issued to it;
- (r) by way of absolute assignment, all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4.1(a) to 4.1(q) above;

- (s) by way of absolute assignment all its rights, title and interest in and to the Non-Vesting Receivables;
- (t) by way of first fixed charge, its rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered; and
- (u) by way of first floating charge, all its undertaking and assets whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all its undertaking and assets referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4.1(a) to 4.1(t) (inclusive) of this Deed.

4.2 The assignments set out in Clause 4.1 are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.

4.3 The floating charge created by Clause 4.1(u) of this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

## **5. Construction**

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Debenture" in the Debenture shall include reference to this Accession Deed.

## **6. Governing Law**

This Accession Deed shall be governed by and construed according to English law.

**In witness whereof** the New Chargor and the Security Agent have caused this Accession Deed to be duly executed on the date appearing at the head of page 1.

## Schedule to Accession Deed

### Part 1

#### Property

Chargor	Short Description of Property	Title Number (if registered)
Maplin Electronics Limited	The leasehold property at Unit 3, Brookfields Park, Manvers Way, Wath upon Dearne, Rotherham	SYK609024 and SYK547499
Maplin Electronics Limited	The freehold property at 2 Sutton New Road, Erdington, Birmingham, B23 6TH	WM585754
Maplin Electronics Limited	The freehold property at South West side of Valley Road, Wombwell, Barnsley	SYK269339

### Part 2

#### Securities

Chargor	Name of company in which Securities are held	Securities held

### Part 3

#### Assigned Contracts

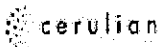




Chargor	Date of contract	Parties to contract	Details of contract
N/A	N/A	N/A	N/A

### Part 4

#### Intellectual Property Rights

#### Intellectual Property Rights

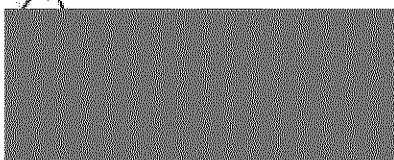
Trade marks						
Chargor		Trade number	mark	Jurisdiction	Classes	Trade mark text
Maplin Limited	Electronics	009403015		European Community	09, 11, 35	CERULIAN logo

				
Maplin Electronics Limited	000212076	European Community	06, 07, 08, 09, 11, 12, 14, 15, 16, 20, 28, 42	MAPLIN
Maplin Electronics Limited	1515988	United Kingdom	06, 07, 08, 09, 11, 12, 16, 20	MAPLIN
Maplin Electronics Limited	2103791A	United Kingdom	09, 16	MAPLIN DISCOVERIES
Maplin Electronics Limited	001563584	European Community	09, 11, 12, 35, 42	MAPLIN ELECTRONICS 
Maplin Electronics Limited	2209023	United Kingdom	09, 11, 12, 42	MAPLIN ELECTRONICS  
Maplin Electronics Limited	2260329	United Kingdom	09, 11, 12, 42	MAPLIN.CO.UK MAPLIN.COM MAPLIN.EU
Maplin Electronics Limited	005266333	European Community	06, 08, 09, 11, 12, 14, 16, 28, 35	MPS
Maplin Electronics Limited	1515842	United Kingdom	06, 07, 08, 09, 11, 12, 16	MPS
Maplin Electronics Limited	000212084	European Community	07, 08, 09	NIKKAI
Maplin Electronics Limited	2281250	United Kingdom	09	PRECISION GOLD
Maplin Electronics Limited	1406391	United Kingdom	09	PRO-SOUND PROSOUND PRO SOUND PRO SOUND
Maplin Electronics Limited	009402801	European Community	09, 11, 35	REFRAKTA Logo 



Maplin Electronics Limited	009793191	European Community	09, 11, 12	SENTIENT Logo  <b>SENTIENT</b>
Maplin Electronics Limited	005237334	European Community	09, 11, 12, 35, 42	The Electronics Specialist Maplin  <b>maplin</b>

Executed and Delivered as a Deed )  
for and on behalf of )  
**MAPLIN ELECTRONICS LIMITED** )  
by: )



Signature of Director

Name of Director

in the presence of

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

