

MR01

Particulars of a charge



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

✓ 1103250

☒ **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 the
instrument Use form MR08

WEDNESDAY



L3H2XZ8W

LD4

24/09/2014

#39

COMPANIES HOUSE

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.**

1 Company details

Company number 03120233

Company name in full Nixon Williams Limited

For official use

2

→ Filling 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 01/09/2014

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 The Bank of New York Mellon, London Branch

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

Unit 4 Calder Court, Shorebury Point, Blackpool
Land Registry Title No. LAN60014

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 *Jonathan McKenna* 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 Erin Ringland

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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: 3120233

Charge code: 0312 0233 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2014 and created by NIXON WILLIAMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th September 2014

Given at Companies House, Cardiff on 26th September 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SECURITY ACCESSION DEED

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER S.
859G COMPANIES ACT 2006

..... *CMS Cameron McKenna*
Date: *23/9/2014*
CMS Cameron McKenna LLP,
Mitre House, 160 Aldersgate
Street, London, EC1A 4DD

THIS SECURITY ACCESSION DEED is made on *17 September* 2014

BETWEEN

- (1) THE COMPANIES whose respective names and company numbers appear in Schedule 1 (the "New Chargors"),
- (2) PRESIDENT TOPCO LIMITED (a company incorporated in England and Wales with registered number 9199221 (the "Parent") for itself and as agent for and on behalf of each of the existing Chargors, and
- (3) THE BANK OF NEW YORK MELLON, LONDON BRANCH as security trustee for itself and the other Secured Parties (the "Security Agent")

RECITAL

This deed is supplemental to a debenture dated *17* September 2014 between, inter alia, the Parent, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture")

NOW THIS DEED WITNESSES as follows

1. INTERPRETATION

Definitions

- 1.1 Terms defined in the Debenture have the same meaning when used in this deed

Construction

- 1.2 Clause 1.3 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

2. ACCESSION OF NEW CHARGORS

Accession

- 2.1 Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as Chargor

Accession

- 2.2 Each New Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations and indemnify the Security Agent and each of the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms

3. FIXED SECURITY

Mortgage of Real Property

- 3.1 Each New Chargor charges, by way of first legal mortgage, its Mortgaged Property

Fixed charge over Real Property

- 3 2 Each New Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 3 1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights

Fixed charge over Tangible Moveable Property

- 3 3 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights

Fixed charge over Accounts

- 3 4 Each New Chargor charges, by way of first fixed charge, all monies standing to the credit of its Accounts (including the Cash Collateral Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts.

Fixed charge over Hedging Agreements

- 3 5 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in the Hedging Agreements

Fixed charge over Monetary Claims

- 3 6 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture) and all Related Rights (to the extent not already charged under this clause 3 6)

Fixed charge over Investments

- 3 7 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Distribution Rights.

Fixed charge over Shares

- 3 8 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Distribution Rights.

Fixed charge over Intellectual Property

- 3 9 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights

Fixed charge over goodwill

- 3 10 Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that New Chargor

Fixed charge over other assets

- 3.11 Each New Chargor charges (to the extent not validly and effectively assigned pursuant to clauses 3 12 (*Assignment of Accounts*) to 3 14 (*Assignment of Insurance Policies*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Cash

Collateral Account, Specific Contract and each Insurance Policy of that New Chargor and all Related Rights in relation to each of those assets

Assignment of Accounts

- 3.12 Each New Chargor assigns and agrees to assign absolutely with full title guarantee, all of its rights, claims, title and interest from time to time in and to each Cash Collateral Account of that New Chargor and all Related Rights

Assignment of Specific Contracts

- 3 13 Each New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Specific Contract of that New Chargor and all Related Rights

Assignment of Insurance Policies

- 3 14 Each New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that New Chargor and all Related Rights

4. FLOATING CHARGE

- 4 1 Each New Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that New Chargor
- 4 2 The floating charge created pursuant to clause **Error! Reference source not found.** above shall be deferred in point of priority to all Fixed Security validly and effectively created by that New Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- 4 3 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant clause 4 1 above

5. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed

6. CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

7. LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) shall be governed by, and construed in accordance with, English law

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written

SCHEDULE 1

The New Chargers

| Name | Company Number | Administrative Details | For the Attention of |
|---|----------------|--|----------------------|
| Nixon Williams Limited | 03120233 | 25 Victoria St Westminster, London SW1H 0EX | Kevin Budge |
| Bowie Limited | 06277058 | 25 Victoria St Westminster, London SW1H 0EX | Kevin Budge |
| Fixed Fee Tax Return Company Limited | 03248192 | 25 Victoria St Westminster, London SW1H 0EX | Kevin Budge |
| SJD (Group) Limited | 03809453 | 25 Victoria St Westminster, London SW1H 0EX | Kevin Budge |
| SJD (South West) Limited | 04297543 | 25 Victoria St Westminster, London SW1H 0EX | Kevin Budge |
| SJD (North West) Limited | 04485646 | 25 Victoria St Westminster, London SW1H 0EX | Kevin Budge |
| SJD (North East) Limited | 04314232 | 25 Victoria St Westminster, London SW1H 0EX | Kevin Budge |
| SJD (South) Limited | 04610514 | 25 Victoria St Westminster, London SW1H 0EX | Kevin Budge |
| SJD (Central) Limited | 05098150 | 25 Victoria St Westminster, London SW1H 0EX | Kevin Budge |
| SJD (Leeds) Limited | 08667597 | 25 Victoria St Westminster, London SW1H 0EX | Kevin Budge |
| SJD (Birmingham) Limited | 04247847 | 25 Victoria St Westminster, London SW1H 0EX | Kevin Budge |

SCHEDULE 2
Mortgaged Property

| New Chargor | Premises at: | County/District | Registered at HM Land Registry under Title No: |
|------------------------|---|------------------------|---|
| Nixon Williams Limited | Units 4, Calder Court Shorebury Point Blackpool | Blackpool | LAN60014 |

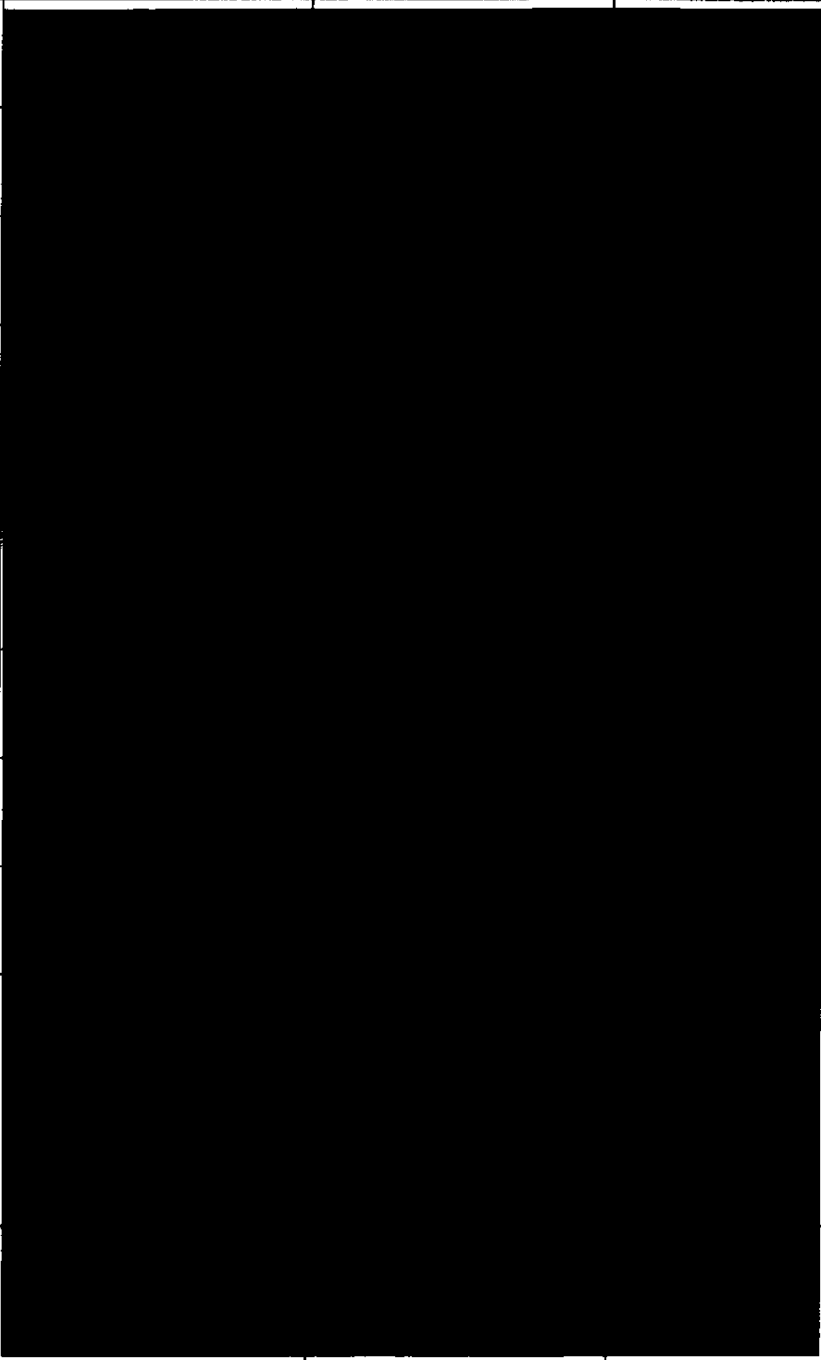
**SCHEDULE 3
SHARES**

| New Chairgor | Subsidiary | Number and class of shares |
|--------------------------------------|--|-------------------------------------|
| Bowie Limited | Fixed Fee Tax Return Company Limited | 1 ordinary share of £1 |
| Bowie Limited | SJD Group Limited | 50,000 ordinary A shares of £1 each |
| Fixed Fee Tax Return Company Limited | SJD Group Limited | 49,000 ordinary B shares of £1 each |
| Bowie Limited | SJD Group Limited | 100 ordinary C shares of £1 each |
| Bowie Limited | SJD (South West) Limited | 2 ordinary shares of £1 each |
| Bowie Limited | SJD (North West) Limited | 100 ordinary shares of £1 each |
| Bowie Limited | SJD (North East) Limited | 100 ordinary shares of £1 each |
| Bowie Limited | SJD (South) Limited | 100 ordinary shares of £1 each |
| Bowie Limited | SJD (Central) Limited | 3 ordinary shares of £1 each |
| Bowie Limited | SJD (London) Limited | 100 ordinary shares of £1 each |
| SJD Group Limited | SJD (Directors) Limited | 1 ordinary share of £1 |
| SJD Group Limited | SJD (Secretaries) Limited | 1 ordinary share of £1 |
| SJD Group Limited | SJD Accountancy (Financial Services) Limited | 2 ordinary shares of £1 each |
| Bowie Limited | SJD Insolvency Limited | 1 ordinary share of £1 |
| Bowie Limited | SJD (Leeds) Limited | 100 ordinary shares of £1 each |
| Bowie Limited | SJD Birmingham Limited | 100 ordinary shares of £1 each |


SCHEDULE 4

ACCOUNTS

| Chargor | Account Bank (including sort code) | Account Number | Sort code |
|------------------------------|---------------------------------------|----------------|-----------|
| SJD Group Limited | | | |
| SJD Group Limited | | | |
| SJD Group Limited | | | |
| SJD (Central) Limited | | | |
| SJD (South) Limited | | | |
| SJD (South West) Limited | | | |
| SJD (North East) Limited | | | |
| SJD (North West) Limited | | | |
| SJD (Birmingham) Limited | | | |
| SJD International Limited | | | |
| SJD Group Limited | | | |
| SJD Group Limited | | | |
| SJD Group Limited | | | |
| Bowie Limited | | | |
| SJD (Central) Limited | | | |
| SJD Group Limited | | | |

| | | |
|---------------------------------|---|--|
| SJD (South West) Limited |  | |
| SJD (North West) Limited | | |
| SJD (North East) Limited | | |
| SJD International Limited | | |
| SJD (Birmingham) Limited | | |
| SJB (South) Limited | | |
| SJD Insolvency Services Limited | | |
| SJD Insolvency Services Limited | | |
| SJD (Leeds) Limited | | |
| Nixon Williams Limited | | |
| Nixon Williams Limited | | |

SCHEDULE 5
Intellectual Property

| Mark | Country | Number | Class(es) | Proprietor/Chargor | Filing Date |
|---|---------|---------------|------------|--------------------|---------------|
|  | UK | UK00002266124 | 9,16,35,36 | SJD Group Limited | 02 April 2001 |
| SJD | UK | UK00002266074 | 9,16,35,36 | SJD Group Limited | 02 April 2001 |

SCHEDULE 6
Insurance Policies

| Type of Policy | Policy number | Insurer |
|------------------------|-------------------------------|---|
| Motor | 005969856 | NIG – UK Insurance Ltd |
| Office Combined | POF0001218 | Via Towergate Underwriting Group Ltd Other than Legal Expenses. Allianz Insurance Plc, QBE Insurance (Europe) Limited Legal Expenses DAS Legal Expenses Insurance Company Limited |
| Professional Indemnity | Epic 50548A/ProfLiab/10698393 | Via Epic Underwriting. Royal & Sun Alliance plc |
| Directors and Officers | GO666523 | Zurich Insurance plc |
| Motor | 97MF18016846 | Aviva Insurance Limited |
| Office Combined | 97OSP3059745 | Aviva Insurance Limited |
| Office Combined | 11/TX/22189270/05 | Allianz Insurance Plc |
| Office Combined | ICO00003527/OFF | Qbe Insurance Ltd |
| Computer | 86500541ENP | Aviva Insurance Limited |
| Private Medical | Group No 50802 | AXA PPP Healthcare Limited |

EXECUTION PAGES

The NEW CHARGORS

Executed as a deed by
NIXON WILLIAMS LIMITED
on being signed by

in the presence of

Signature of witness
Name
Address
Occupation

Executed as a deed by
BOWIE LIMITED
on being signed by

in the presence of

Signature of witness
Name
Address
Occupation

Executed as a deed by
**FIXED FEE TAX RETURN COMPANY
LIMITED**
on being signed by

in the presence of

Signature of witness
Name
Address
Occupation

Executed as a deed by
SJD (GROUP) LIMITED
on being signed by

in the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by
SJD (SOUTH WEST) LIMITED
on being signed by

in the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by
SJD (NORTH WEST) LIMITED
on being signed by:

in the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by
SJD (NORTH EAST) LIMITED
on being signed by

in the presence of

Signature of witness:

Name

Address

Occupation

Executed as a deed by
SJD (SOUTH) LIMITED
on being signed by:

in the presence of

Signature of witness
Name
Address
Occupation.

Executed as a deed by
SJD (CENTRAL) LIMITED
on being signed by

in the presence of

Signature of witness
Name
Address
Occupation

Executed as a deed by
SJD (LEEDS) LIMITED
on being signed by

in the presence of

Signature of witness.
Name
Address
Occupation

Executed as a deed by
SJD (BIRMINGHAM) LIMITED
on being signed by

in the presence of

Signature of witness
Name
Address
Occupation

THE PARENT

Executed as a deed by
PRESIDENT TOPCO LIMITED
on being signed by

in the presence of

Signature of witness
Name
Address
Occupation

)

[Redacted]

[Redacted]

PREETIQA KAREKHA
[Redacted]

Executed for and on behalf of)
THE BANK OF NEW YORK)
MELLON, LONDON BRANCH)
as Security Agent)

Signature of witness.

Address:

Occupation.

Stephen Isles

The Bank of New York Mellon
One Canada Square
London E14 5AL