



Registration of a Charge

Company Name: **GOBE CONSULTANTS LIMITED**

Company Number: **06845190**



XB58QWTK

Received for filing in Electronic Format on the: **01/06/2022**

Details of Charge

Date of creation: **30/05/2022**

Charge code: **0684 5190 0001**

Persons entitled: **CLYDESDALE BANK PLC (TRADING AS YORKSHIRE BANK) AS
SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **NOT APPLICABLE.**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6845190

Charge code: 0684 5190 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th May 2022 and created by GOBE CONSULTANTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2022 .

Given at Companies House, Cardiff on 7th June 2022

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

Form of Security Deed of Accession

This Deed is made on

30 May

2022

Between

- (1) **APEM Group Limited** (registered in England with number 11768489 for itself and for the Chargors (**Parent**);
- (2) **GoBe Consultants Limited** (registered in England with number 06845190 (**Acceding Chargor**); and
- (3) **Clydesdale Bank plc** (trading as Yorkshire Bank) as security trustee for the Secured Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated on or about the date of this Deed between, inter alia, the Parent, the Chargors and the Security Agent (**Debenture**).
- (B) The Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Secured Shares** means all shares present and future held by the Acceding Chargor or the Persons listed in Schedule 2 (Secured Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Inconsistency), 1.5 (Administration), 1.6 (Incorporated terms), 1.7 (Intercreditor deed), 1.8 (Property), 1.9 (Present and future assets), 1.10 (Fixed security) and 1.11 (No obligations) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to this Deed shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

The Acceding 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.

2.2 Covenant to pay

The Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All Security created by the Acceding Chargor under this Deed is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee; and
- (c) granted in favour of the Security Agent as security trustee for the Secured Parties and the Security Agent shall hold the benefit of this deed and the Security created by or pursuant to it on trust for the Secured Parties.

2.4 First legal mortgages

The Acceding Chargor charges by way of first legal mortgage the Properties described in to Schedule 1 (Properties) to this Deed.

2.5 Assignments

- (a) The Acceding Chargor assigns absolutely, subject to a proviso for re-assignment on redemption all of its rights, title and interest from time to time under or in respect of:
 - (i) the agreements described in Schedule 4 (Relevant Agreements) to this Deed;
 - (ii) its insurance policies described in Schedule 5 (Relevant Policies) to this Deed;
 - (iii) the Key-man policies described in Schedule 3 (Key-man Policies) to this Deed;
 - (iv) each account described in Schedule 6 (Blocked Accounts) to this Deed and any amount standing to the credit of a Blocked Account and the debt represented by each Blocked Account;
 - (v) each account described in Schedule 7 (Unblocked Accounts) to this Deed and any amount standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account; and
 - (vi) each and every sum from time to time paid or payable by any person/member of the Group for the time being to a Chargor;together with, in each case, all other Related Rights thereto.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Key-man Policies, each Relevant Agreement, and each Relevant Policy.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default, the Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 First fixed charges

The Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4);
- (b) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (c) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, fittings, equipment and tools and any removals or replacement of them, (excluding any for the time being forming part of the Acceding Chargor's stock in trade or work in progress) (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (d) the Secured Shares;
- (e) the Investments;
- (f) all of its book and other debts and monetary claims and their proceeds (both collected and uncollected) (together **Debts**);
- (g) (other than to the extent effectively assigned under clause 2.5) each Blocked Account, all monies from time to time standing to the credit of each Blocked Account and the debt represented by each Blocked Account;
- (h) (other than to the extent effectively assigned under clause 2.5) each Unblocked Account, all monies from time to time standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account;
- (i) all its Intellectual Property;
- (j) all its goodwill and uncalled capital;
- (k) (other than to the extent effectively assigned under clause 2.5) the Relevant Policies;
- (l) (other than to the extent effectively assigned under clause 2.5) the Hedging Agreements; and
- (m) to the extent that any other assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause,

together with, in each case, all other Related Rights thereto.

2.7 Floating charge

- (a) The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future.
- (b) The floating charge created by clause 2.7(a) shall be deferred in point of priority to all fixed Security validly and effectively created by the relevant Acceding Chargor under

the Finance Documents in favour of the Security Agent (as trustee for the Secured Parties) as security for the Secured Liabilities

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney with the full power and authority (in its name and otherwise on its behalf) to:

- (a) execute, deliver and perfect all deeds, instruments and other documents; and
- (b) to do or cause to be done all acts and things,

in each case following:

- (i) the occurrence of a Declared Default; or
- (ii) the failure by such Chargor to comply with any further assurance or perfection of security obligations required by the terms of this Debenture within 10 Business Days of the earlier of:
 - (A) being notified of that failure; and
 - (B) becoming aware of that failure.

5 Notices

The Acceding Chargor confirms that its address details for notices in relation to clause 25 (Notices) of the Debenture are as follows:

Address: Riverview A17 Embankment Business Park, Vale Road Heaton Mersey, Stockport, SK4 3GN

Attention: Nicola Hunter

6 Counterparts

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed or any Finance Document.

7 Governing law and Jurisdiction

Clause 32 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been signed on behalf of the Security Agent and executed as a deed by the Acceding Chargor and is delivered on the date given at the beginning of this Deed. It is intended by the parties to this Deed that this Deed will take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

Schedule 1

Properties

None as at the date of this Deed.

Schedule 2

Secured Shares

None as at the date of this Deed.

Schedule 3

Key-man Policies

None as at the date of this Deed.

Schedule 4

Relevant Agreements

None as at the date of this Deed.

Schedule 5**Relevant Policies**

Chargor	Date of policy	Insurer	Policy type	Policy number
GoBe Consultants Limited	5 November 2021	Allianz Insurance plc	Office Combined (incl. Employer's and Public Liability)	27/TX/28428782/11
GoBe Consultants Limited	5 November 2021	Dual Corporate Risks Limited	Professional Indemnity (Primary Layer)	PC-49867021N2
GoBe Consultants Limited	5 November 2021	Markel (UK) Limited	Professional Indemnity (Excess Layer)	SC190SA200GR1286

Schedule 6

Blocked Accounts

None as at the date of this Deed.

Schedule 7**Unblocked Accounts**

Chargor	Bank	Account Type	Currency	Account Number	Sort Code
GoBe Consultants Limited	Aldermore Bank Plc	Easy Access Business Account	GBP	■■■■7689	23-33-43
GoBe Consultants Limited	Santander UK Plc	Business Account	GBP	■■■■6482	09-01-56
GoBe Consultants Limited	Barclays Bank UK Plc	Business Premium Account	GBP	■■■■1797	20-05-77
GoBe Consultants Limited	Shawbrook Bank Limited	Easy Access Business Account Issue 5	GBP	■■■■5109	16-58-73
GoBe Consultants Limited	Virgin Money	East Access Business Account Issue 7	GBP	■■■■4228	08-60-64

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Executed as a deed by
APEM Group Limited
acting by two directors or a director and a
secretary

)
)
) Director
Director/Secretary

Chargors

Executed as a deed by
GoBe Consultants Limited
acting by two directors or a director and a
secretary

)
)
) Director
Director/Secretary

Security Agent

Clydesdale Bank plc (trading as Yorkshire Bank)

By: