



**Registration of a Charge**

Company name: **AIS TECHNICAL LIMITED**

Company number: **11849237**



X853G4JK

Received for Electronic Filing: **09/05/2019**

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**Details of Charge**

Date of creation: **01/05/2019**

Charge code: **1184 9237 0001**

Persons entitled: **INVESTEC BANK PLC AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT).**

Brief description: **TRADE MARKS WITH REGISTERED TM NUMBERS UK00003111824, UK00003111860, UK00003111861, UK0000311183 AND OTHERS LISTED IN SCHEDULE 2 OF THE INSTRUMENT. FOR MORE DETAIL PLEASE REFER TO THE INSTRUMENT.**

**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: **HARRIET MCRAE, SOLICITOR, DLA PIPER UK LLP, LONDON**



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

Company number: 11849237

Charge code: 1184 9237 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2019 and created by AIS TECHNICAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2019 .

Given at Companies House, Cardiff on 10th May 2019

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 s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE, COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 7/5/2019

SIGNED Harriet Pether  
DLA PIPER UK LLP

### Accession Deed

THIS ACCESSION DEED is made on 1 May 2019

### BETWEEN

1. EACH COMPANY LISTED IN SCHEDULE 1 (each an **Acceding Company**);
2. 3T ENERGY SUBCO LIMITED (Parent); and
3. INVESTEC BANK PLC (as Security Agent for the Secured Parties (as defined below))  
(Security Agent).

### BACKGROUND

This Accession Deed is supplemental to a debenture dated 31 October 2018 and made between (1) the Chargors named in it and (2) the Security Agent (**Debenture**).

### IT IS AGREED

#### 1. DEFINITIONS AND INTERPRETATION

##### (a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

##### (b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

#### 2. ACCESSION OF THE ACCEDING COMPANY

##### (a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

##### (b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

(i) by way of first legal mortgage:

(A) all Real Property (if any) vested in or charged to the Acceding Company specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any);

(B) all Material Property (if any) vested in or charged to the Acceding Company and all its interests in Material Property not charged under paragraph 2(c)(i)(A) above;

(ii) by way of first fixed charge:

(A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any); together with:

(B) all Related Rights from time to time accruing to them;

(iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;

(iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));

(v) by way of absolute assignment all Relevant Contracts to which it is a party; and

(vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

(i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*);

(ii) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and

- (iii) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all Material Property which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. **CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. **THIRD PARTY RIGHTS**

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. **NOTICE DETAILS**

Notice details for each Acceding Company are those identified with its name below.

6. **COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. **GOVERNING LAW**

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

**IN WITNESS** of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

**SCHEDULE 1**  
**The Acceding Companies**

<b>Company name</b>	<b>Registered number</b>	<b>Registered office</b>
AIS Technical Limited	11849237	Units 3 & 4 Jupiter Court Orion Business Park, North Shields, Tyne and Wear, United Kingdom, NE29 7SE
3T Transform Limited	11849264	Units 3 & 4 Jupiter Court Orion Business Park, North Shields, Tyne and Wear, United Kingdom, NE29 7SE

## SCHEDULE 2

### Details of Security Assets owned by the Acceding Companies

#### Part 1 – Real Property

Registered land
None at the date of this Deed
Unregistered land
None at the date of this Deed

#### Part 2 – Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
None at the date of this Deed				

#### Part 3 – Charged Accounts

Account Holder	Account Number	Account Bank	Account bank branch address and sort code
None at the date of this Deed			

#### Part 4 – Intellectual Property

Part 4A – Trade marks			
Proprietor/ADP number	TM number	Description	
AIS Technical Limited	UK00003111824	JET FIRE PRO	
AIS Technical Limited	UK00003111860	WEATHER PRO	
AIS Technical Limited	UK00003111861	AERO LITE	
AIS Technical Limited	UK00003111863	HIGH TEMP PRO	
AIS Technical Limited	UK00003111865	HEAT TRACE PRO	
AIS Technical Limited	UK00003111867	ACOUSTIC PRO	



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Part 4B – Patents		
Proprietor/ADP number	Patent number	Description
None at the date of this Deed		

**Part 5 – Insurances**

Acceding Company	Insurer	Policy number
AIS Technical Limited	Zurich	AQ897221
AIS Technical Limited	Hiscox	PL-PSC10001328718

EXECUTON PAGES

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the first date specified on page 1, by

AIS TECHNICAL LIMITED

acting by

a director in the presence of

(signature of director)

Signature of witness

JOHN HAMMILL

Name of witness

Address

Occupation

Address: Hurn View House 5 Aviation Park West, Bournemouth International Airport, Hurn, Dorset, BH23 6EW

Attention: Kevin Franklin

Executed as a deed, but not delivered until the first date specified on page 1, by

3T TRANSFORM LIMITED

acting by

a director in the presence of

(signature of director)

Signature of witness

JOHN HAMMILL

Name of witness

Address

Occupation

Address: Hurn View House 5 Aviation Park West, Bournemouth International Airport, Hurn, Dorset, BH23 6EW

Attention: Kevin Franklin

**THE PARENT**

Executed as a deed, but not delivered until the first date specified on page 1, by

**3T ENERGY SUBCO LIMITED**

acting by

.....  
(signature of director)

a director in the presence of

.....  
Signature of witness

.....  
Name of witness

.....  
Address

.....  
Occupation

**Address:** Hurn View House 5 Aviation Park West, Bournemouth International Airport, Hurn,  
Dorset, BH23 6EW

**Attention:** Kevin Franklin

**THE SECURITY AGENT**

Signed by

for and on behalf

.....  
(signature)

of **INVESTEC BANK PLC:**

**Address:** 30 Gresham Street, London, EC2V 7QP

**Attention:** Shaun Mullin/Angela Jackson

**THE PARENT**

**Executed** as a deed, but not delivered until the first date specified on page 1, by

**3T ENERGY SUBCO LIMITED**

acting by

.....  
(signature of director)

a director in the presence of

.....  
Signature of witness

.....  
Name of witness

.....  
Address

.....  
Occupation

**Address:** Hurn View House 5 Aviation Park West, Bournemouth International Airport, Hurn,  
Dorset, BH23 6EW

**Attention:** Kevin Franklin

**THE SECURITY AGENT**

Signed by

for and on behalf

.....  
(signature)

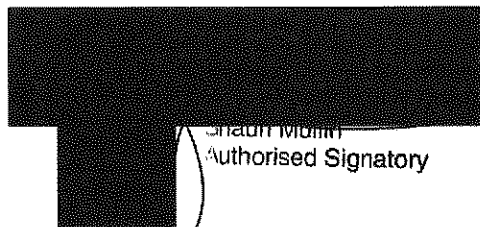
of **INVESTEC BANK PLC:**

**Address:** 30 Gresham Street, London, EC2V 7QP

**Attention:** Shaun Mullin/Angela Jackson



Angela Jackson  
Authorised Signatory



Shaun Mullin  
Authorised Signatory