



Registration of a Charge

Company Name: **RSE CONTROL SYSTEMS LIMITED**

Company Number: **SC181373**



XCAM960W

Received for filing in Electronic Format on the: **24/08/2023**

Details of Charge

Date of creation: **18/08/2023**

Charge code: **SC18 1373 0008**

Persons entitled: **HSBC UK BANK PLC (AS SECURITY AGENT)**

Brief description:

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: **MACROBERTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 181373

Charge code: SC18 1373 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th August 2023 and created by RSE CONTROL SYSTEMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th August 2023 .

Given at Companies House, Edinburgh on 25th August 2023

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

THIS ACCESSION DEED is made on

18 August 2023

BETWEEN

- (1) **EACH COMPANY LISTED IN SCHEDULE 1** (each an "**Acceding Company**");
- (2) **BROADWAY HOLDCO LIMITED** a company incorporated in Scotland with registration number SC771044 with its registered office at 13 Queen's Road, Aberdeen, Scotland, Scotland, AB15 4YL (the "**Parent**"); and
- (3) **HSBC UK BANK PLC** (as Security Agent for the Secured Parties (as defined below)) (the "**Security Agent**").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 18 August 2023 and made between (1) the Chargors named in it and (2) the Security Agent (the "**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) the Real Property (if any) specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*));
 - (B) any Material Real Property;
- (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 all accounts of the Acceding Company with any bank, financial institution or other person at any time 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 3 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment (subject to a proviso for reassignment on redemption) the Relevant Contracts (including, without limitation, those specified against its name in part 4 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment (subject to a proviso for reassignment on redemption) 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) Consent

Pursuant to clause 21.3 (*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 TO THE ACCESSION DEED**The Acceding Companies**

Company name	Registered number	Registered office
DPS Group Ltd	SC328334	Unit 1 Lomond Business Park, Baltimore Road, Glenrothes, Fife, KY6 2PJ
DP Systems (Scotland) Limited	SC265698	Unit 1 Lomond Business Park, Baltimore Road, Glenrothes, Fife, KY6 2PJ
Prime Pumps Limited	SC305190	Muir Of Ord Industrial Estate, Muir Of Ord, Ross-Shire, IV6 7UA
Ross-shire Engineering Limited	SC177939	Muir Of Ord Industrial Estate, Muir Of Ord, Ross-Shire, IV6 7UA
RSE Control Systems Limited	SC181373	Mansfield House Muir Of Ord Industrial Estate, Great North Road, Muir Of Ord, Ross-Shire, IV6 7UA
Blackburn Starling & Company Limited	02122329	Queens Drive,, Nottingham., NG2 3AY
General Panel Systems Limited	01310922	Unit 3 St Philips Central Albert Road, St. Philips, Bristol, England, BS2 0XJ
GPS Links Limited	05802025	Unit 3 St Philips Central, Albert Road, Bristol, England, BS2 0XJ
Greenacre Environmental Systems Limited	09117078	Unit 17 Riverside Way, Ravensthorpe Industrial Estate, Dewsbury, England, WF13 3LG
Murray Technical Services Limited	08468765	Unit E2 Premier Centre Abbey Park Industrial Estate, Premier Way, Romsey, England, SO51 9DG
Saftronics Limited	01935773	Pearson Street, Leeds, West Yorks, LS10 1BQ
Sheers Limited	01347974	Unit G7, Morton Park Way, Darlington, County Durham, DL1 4PQ
Technical Control Systems Limited	00950111	Control Works, Treefield Industrial Estate, Gildersome, Leeds, LS27 7JU
W.E.S. Ltd.	03086750	Precision House, Rankine Road, Basingstoke, Hampshire, RG24 8PP
Weschem Ltd.	07696105	Precision House, Rankine Road, Basingstoke, Hampshire, RG24 8PP
Saftronics Holdings Limited	04184814	Pearson Street, Leeds, West Yorkshire, LS10 1BQ
Wilford Limited	05153253	Queens Drive, Nottingham, NG2 3AY
GES Holdco Ltd	10219253	Unit 17 Riverside Way, Ravensthorpe Industrial Estate, Dewsbury, England, WF13 3LG
North Hill Limited	04760393	Control Works Treefield, Industrial Estate Gildersome, Leeds, West Yorkshire, LS27 7JU

SCHEDULE 2 TO THE ACCESSION DEED**Details of Security Assets owned by the Acceding Companies****Part 1 - Real Property**

Registered land				
Acceding Company	Address	Administrative Area		Title number
Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties

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 (including shares held by Acceding Company)
Ross-shire Engineering Limited	Murray Technical Services Limited	Ordinary shares of £1.00 each	75	100 Ordinary Shares
	Sheers Limited	Ordinary shares of £1.00 each	2,220	2,960 Ordinary Shares of £1.00 each
		Ordinary Non-Voting shares of £1.00 each	2,250	3,000 Ordinary Non Voting shares of £1.00 each
		Ordinary A Non-Voting Shares shares of £1.00 each	7,500	10,000 Ordinary A Non Voting shares of £1.00 each
	W.E.S Ltd	Ordinary shares of	1,260	2,100 Ordinary

		£1.00 each		shares of £1.00 each
RSE Control Systems Limited	General Panel Systems Ltd	Ordinary shares of £1.00 each	387	485 Ordinary shares of £1.00 each
General Panel Systems Limited	GPS Links Limited	A Ordinary shares of £1.00 each	475	475 A Ordinary shares of £1.00 each
W.E.S. Ltd	Weschem Limited	Ordinary shares of £1.00 each	630	630 Ordinary shares of £1.00 each
Safronics Holdings Limited	Safronics Limited	Ordinary shares of £1.00 each	6,922	6,922 Ordinary shares of £1.00 each
Wilford Limited	Blackburn Starling & Company Limited	Ordinary shares of £1.00 each	180,000	180,000 Ordinary shares of £1.00 each
GES Holdco Ltd	Greenacre Environmental Systems Limited	Ordinary shares of £1.00 each	100	100 Ordinary shares of £1.00 each
North Hill Limited	Technical Control Systems Limited	Ordinary shares of £1.00 each	400,000	400,000 Ordinary shares of £1.00 each

Part 3 - Intellectual Property

Part 3A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text

Part 3B - Patents		
Proprietor/ADP number	Patent number	Description

Part 4 - Material Contracts

[Acceding Company]	Date of Relevant Contract	Parties	Details of Relevant Contract

Part 5 - Insurances

[Acceding Company]	Insurer	Policy number

EXECUTION PAGES

THE ACCEDING COMPANIES

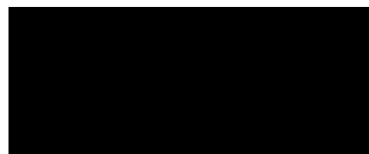
Executed as a deed, but not delivered until the date specified on page 1, by **DPS GROUP LTD** acting by:

Director

Witness signature

Witness name:

Witness address:



MEGAN CURB

31-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8 Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

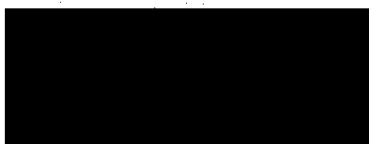
Executed as a deed, but not delivered until the date specified on page 1, by **DP SYSTEMS (SCOTLAND) LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:



MEGAN CURB

31-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8 Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the
date specified on page 1, by **PRIME PUMPS
LIMITED** acting by:

Director



Witness signature

Witness name:

MEGAN CURRB

Witness address:

31-33 UNION GROVE

ABERDEEN

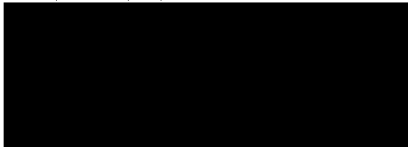
AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the
date specified on page 1, by **ROSS-SHIRE
ENGINEERING LIMITED** acting by:

Director



Witness signature

Witness name:

MEGAN CURRB

Witness address:

31-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the
date specified on page 1, by **RSE CONTROL
SYSTEMS LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:

MEGAN CLUBB

31-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the
date specified on page 1, by **BLACKBURN
STARLING & COMPANY LIMITED** acting
by:

Director

Witness signature

Witness name:

Witness address:

MEGAN CLUBB

31-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the
date specified on page 1, by **GENERAL
PANEL SYSTEMS LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:



MEGAN CLUBB

31-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

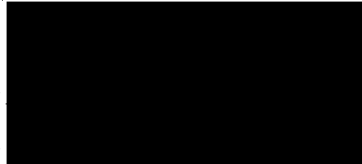
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date specified on page 1, by GPS LINKS
LIMITED acting by:

Director

Witness signature

Witness name:

Witness address:



MEGAN CURRB
31-33 UNION GROVE
ABERDEEN
AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

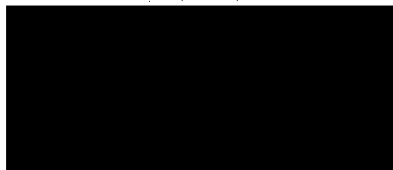
Executed as a deed, but not delivered until the
date specified on page 1, by GREENACRE
ENVIRONMENTAL SYSTEMS LIMITED
acting by:

Director

Witness signature

Witness name:

Witness address:



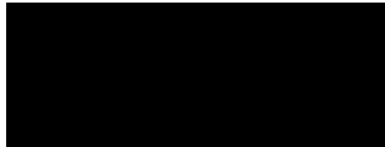
MEGAN CURRB
31-33 UNION GROVE
ABERDEEN
AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the
date specified on page 1, by MURRAY
TECHNICAL SERVICES LIMITED acting
by:

Director



Witness signature

Witness name:

MEGAN CLIBB

Witness address:

81-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the
date specified on page 1, by SAFTRONICS
LIMITED acting by:

Director



Witness signature

Witness name:

MEGAN CLIBB

Witness address:

81-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

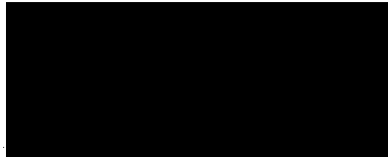
Executed as a deed, but not delivered until the
date specified on page 1, by **SHEERS
LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:


MEGAN CLUBB
31-33 UNION GROVE
ABERDEEN
AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson


Executed as a deed, but not delivered until the
date specified on page 1, by **TECHNICAL
CONTROL SYSTEMS LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:


MEGAN CLUBB
31-33 UNION GROVE
ABERDEEN
AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the
date specified on page 1, by W.E.S. LTD.
acting by:

Director



Witness signature

Witness name:

MEGAN CLUBB

Witness address:

31-33 UNION GROVE

ABERDEEN

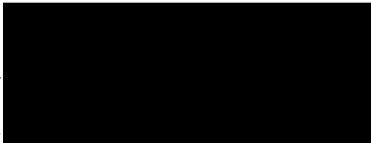
AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the
date specified on page 1, by WESCHEM LTD.
acting by:

Director



Witness signature

Witness name:

MEGAN CLUBB

Witness address:

31-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the
date specified on page 1, by **GES HOLDCO**
LTD acting by:

Director



Witness signature

Witness name:

MEGAN CURRB

Witness address:

31-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the
date specified on page 1, by **WILFORD**
LIMITED acting by:

Director



Witness signature

Witness name:

MEGAN CURRB

Witness address:

31-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the date specified on page 1, by **SAFTRONICS HOLDINGS LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:

MEGHAN CLUBB

31-33 UNION GROVE

ABERDEEN

AB10 6SD

Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8
Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

Executed as a deed, but not delivered until the date specified on page 1, by **NORTH HILL LIMITED** acting by:

Director



Witness signature

Witness name:

MEGAN CURRB

Witness address:

31-33 UNION GROVE

ABERDEEN

AB10 6SD

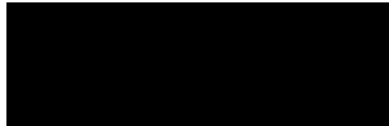
Address: c/o Broadway Bidco Limited, The Directors, First Floor, Aurora House, 8 Inverness Campus, Inverness, IV2 5NA

Attention: Andrew Matheson

THE PARENT

Executed as a deed, but not delivered until the
date specified on page 1, by **BROADWAY**
HOLDCO LIMITED acting by:)

Director



Witness signature

Witness name:

MEGAN CURRB

Witness address:

31-33 UNION GROVE

ABERDEEN

AB10 6SD

Address:

Muir Of Ord Industrial Estate, Muir Of Ord, Ross-Shire, IV6 7UA

Attention:

Andrew Matheson and Amar Shanghavi

THE SECURITY AGENT

Signed for and on behalf of **HSBC UK BANK PLC**



Name: Alison Barry

Address: HSBC UK Bank plc, 95-99 Union Street, Aberdeen, AB11 6BD

Email: neal.tully@hsbc.com

Attention: Neal Tully