



Registration of a Charge

Company Name: **F.G. CURTIS LIMITED**

Company Number: **00367479**



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Details of Charge

Date of creation: **28/02/2022**

Charge code: **0036 7479 0007**

Persons entitled: **SHAWBROOK BANK LIMITED**

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: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 367479

Charge code: 0036 7479 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2022 and created by F.G. CURTIS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th March 2022 .

Given at Companies House, Cardiff on 10th March 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**

DEED OF ACCESSION

DATE 28 February 2022

PARTIES

- (1) **F.G. CURTIS LIMITED** (Company Number 00367479) whose registered office is at Unit 8, Gatton Park Business Centre, Wells Place, Merstham, Redhill, Surrey, United Kingdom, RH1 3DR ("**Target**");
- (2) **3D CREATIVE PACKAGING LIMITED** (Company Number 07161440) whose registered office is at Unit A3 Broomsleigh Business Park, Worsley Bridge, Worsley Bridge Road, London, SE26 5BN (the "**Subsidiary**"); and

(together, the Target and the Subsidiary being "**Additional Chargors**" and each being an "**Additional Chargor**")
- (3) **SHAWBROOK BANK LIMITED** as Lender ("**Lender**").

BACKGROUND

- A The Target is a subsidiary of Appleseed Bidco Limited (company number 09250828) and the Subsidiary is a subsidiary of the Target.
- B Medication Packaging Holdco Limited (as Parent) and others have entered into a debenture dated 28 February 2022 ("**Debenture**") between (1) the Chargors (under and as defined in the Debenture) and (2) the Lender.
- C The Additional Chargors have agreed to enter into this deed and to become Additional Chargors under the Debenture.
- D The Lender and the Additional Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

Terms defined in the Debenture have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

2 ACCESSION AND COVENANT TO PAY

2.1 With effect from the date of this deed the Additional Chargors:

- (a) will become parties to the Debenture as Chargors; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

2.2 Each Additional Chargor hereby covenants with the Lender that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured

Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

- 2.3 Neither the covenant to pay in Clause 2.2 nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this Clause, cause such covenant or Security to be unlawful under any applicable law.

3 GRANT OF SECURITY

3.1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargors with full title guarantee hereby:

- (a) grant to the Lender, a charge by way of legal mortgage over all its Properties which are listed in Schedule 1 (Properties currently owned) to this deed;
- (b) charge to the Lender, by way of first fixed charge, all its:
 - (i) Properties now owned by it to the extent that they are not the subject of a charge by way of legal mortgage pursuant to Clause 3.1(a);
 - (ii) Properties acquired by it after the date of this deed;
 - (iii) Property Interests;
 - (iv) Equipment;
 - (v) Securities;
 - (vi) Intellectual Property;
 - (vii) Accounts;
 - (viii) Pension Fund Interests;
 - (ix) Goodwill and Uncalled Capital; and
 - (x) right, title and interest in and to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to Clauses 3.1(a) to 3.1(d) inclusive.
- (c) assign to the Lender absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and
- (d) assign to the Lender, absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an

addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 Floating security

- (a) As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargors with full title guarantee hereby charge to the Lender, by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to Clauses 3.13.1(a) to 3.13.1(d) (Fixed security) inclusive.
- (b) The floating charge created by this deed is a "qualifying floating charge" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.3 Leasehold security restrictions

- (a) There shall be excluded from the Security created by this deed and by the Debenture, and from the operation of Clause 4 (Restrictions on dealing) of the Debenture, any Excluded Property until the relevant condition or waiver has been excluded or obtained.
- (b) For each Excluded Property, the Additional Chargors undertake to:
 - (i) apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed and to use its reasonable endeavours to obtain that consent or waiver of prohibition or conditions as soon as possible;
 - (ii) upon request, keep the Lender informed of its progress in obtaining such consent or waiver; and
 - (iii) forthwith upon receipt of such consent or waiver, provide the Lender with a copy.
- (c) Immediately upon receipt of any consent or waiver referred to in Clause 3.3(b), the relevant formerly Excluded Property shall stand charged to the Lender under Clause 3.13.1(a), Clause 3.1(b)(i), Clause 3.1(b)(ii) or Clause 3.1(b)(iii) (Fixed security) of the Debenture as the case may be. If required by the Lender at any time following receipt of that waiver or consent, the Additional Chargors will execute a valid fixed charge in such form as the Lender shall require.

4 LAND REGISTRY RESTRICTION

In respect of any Property registered at the Land Registry and charged by way of legal mortgage under this deed and/or the Debenture and/or pursuant to Clause 7.11 (Property acquisitions) of the Debenture, the Additional Chargors hereby consent to the entry of the following restriction on the register of its title to such Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of Shawbrook Bank Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

5 MISCELLANEOUS

With effect from the date of this deed:

- (a) the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);
- (b) any reference in the Debenture to this deed and similar phrases will include this deed and all references in the Debenture to Schedule 1 (Properties currently owned) (or any part of it) will include a reference to Schedule 1 (Properties currently owned) to this deed (or relevant part of it).

6 GOVERNING LAW

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

7 ENFORCEMENT

7.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 7 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

8 COUNTERPARTS

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

IN WITNESS whereof this deed has been executed by the Additional Chargors and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Lender.

Execution Version

SCHEDULE 1

Properties currently owned

Part A

Registered Land

None at the date of this Deed

Part B

Unregistered Land

None at the date of this Deed

SCHEDULE 2

Accounts

Part 1 - Designated Accounts

None at the date of this Deed.

Part 2

Trading Accounts

Chargor	Account name	Account number	Sort Code
F.G. Curtis Limited	Deposit Account		
F.G. Curtis Limited	USD Account		
F.G. Curtis Limited	Current Account		
F.G. Curtis Limited	Euro Account		
F.G. Curtis Limited	Reserve Account		
3D Creative Packaging Limited	Account		

SIGNATORIES TO DEED OF ACCESSION

The Additional Chargors

EXECUTED as a deed by F.G. CURTIS)
LIMITED acting by James Agnew)
.....)
a director)

and
Mark Stokes
.....,
a director

EXECUTED as a deed by 3D)
CREATIVE PACKAGING LIMITED)
.....)
acting by Gerard Harford)
.....,
a director

and
Mark Stokes
.....,
a director

The Lender

SIGNED by Nigel Maddison
for and on behalf of SHAWBROOK
BANK LIMITED

