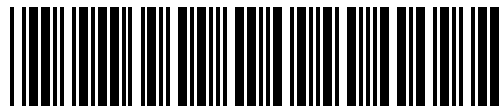




**Registration of a Charge**

Company Name: **NBS ENTERPRISES LIMITED**

Company Number: **00978271**



Received for filing in Electronic Format on the: **14/05/2021**

XA4GDNQ9

**Details of Charge**

Date of creation: **07/05/2021**

Charge code: **0097 8271 0005**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY TRUSTEE**

Brief description: **FREEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS LYING ON THE WEST SIDE OF ST NICHOLAS STREET, NEWCASTLE UPON TYNE - TITLE NO.: TY297618; FREEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS LYING TO THE WEST SIDE OF ST NICHOLAS STREET, NEWCASTLE UPON TYNE - TITLE NO.: TY359626; FOR MORE DETAILS PLEASE REFER TO THE CHARGING INSTRUMENT.**

**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:

**ASHURST LLP**



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

Company number: 978271

Charge code: 0097 8271 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th May 2021 and created by NBS ENTERPRISES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2021 .

Given at Companies House, Cardiff on 18th May 2021

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**

## Security Accession Deed

**THIS SECURITY ACCESSION DEED** is made on 7 May 2021

### **BETWEEN:**

- (1) The entities listed in Schedule 1 (each a **"New Chargor"**, and together the **"New Chargors"**); and
- (2) **GLAS Trust Corporation Limited** as security trustee for itself and the other Secured Parties (the **"Security Agent"**).

### **RECITAL:**

This deed is supplemental to a debenture dated 21 December 2020 between, inter alia, 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**

##### **1.1 Definitions**

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

##### **1.2 Construction**

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

#### **2. ACCESSION OF NEW CHARGOR**

##### **2.1 Accession**

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 a Chargor.

##### **2.2 Covenant to Pay**

Each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

##### **2.3 Fixed Charges**

Each New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Material Property (including as specified in schedule 2 (Freehold and Leasehold Property)); and
- (b) by way of first fixed charge:

- (i) all other interests (not effectively charged under clause 2.3(a)) in the Material Property;
- (ii) all Subsidiary Shares (including as specified in schedule 3 (Subsidiary Shares));
- (iii) all Investments (other than the Subsidiary Shares);
- (iv) all Equipment;
- (v) all Bank Accounts and Operating Accounts (including as specified in schedule 4 (Operating Accounts));
- (vi) all Intellectual Property (including as specified in schedule 5 (Intellectual Property));
- (vii) its goodwill and uncalled capital;
- (viii) to the extent not effectively assigned by clause 2.4 (Security Assignment):
  - (A) the Assigned Agreements;
  - (B) the Insurances; and
  - (C) the Hedging Agreements.

#### **2.4 Security Assignment**

As further security for the payment and discharge of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 6 (Assigned Agreements));
- (b) the Insurances (including as specified in schedule 7 (Insurance Policies)); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of that New Chargor re-assign the relevant rights, title and interest in the assigned assets to the relevant New Chargor (or as it shall direct).

#### **2.5 Fixed Security**

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

#### **2.6 Floating Charge**

As further security for the payment and discharge of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

3. **INCORPORATION INTO 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.

4. **NOTICES**

- 4.1 Williams Topco Limited and NBS Enterprises Limited confirm that their address details for notices in relation to clause 25 (Notices) of the Debenture are as follows:

Address: The Old Post Office, St. Nicholas Street, Newcastle Upon Tyne, NE1 1RH

Attention: [Johnny.Engman@byggfaktagroup.com](mailto:Johnny.Engman@byggfaktagroup.com) and [Stefan.Lindqvist@byggfakta.com](mailto:Stefan.Lindqvist@byggfakta.com)

- 4.2 Glenigan Limited confirms that its address details for notices in relation to clause 25 (Notices) of the Debenture are as follows:

Address: 5th Floor, 80 Holdenhurst Road, Bournemouth, England, BH8 8AQ`

Attention: [Johnny.Engman@byggfaktagroup.com](mailto:Johnny.Engman@byggfaktagroup.com) and [Stefan.Lindqvist@byggfakta.com](mailto:Stefan.Lindqvist@byggfakta.com)

5. **LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) 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

New Chargors

New Chargor	Registration Number
Glenigan Limited	08249446
Williams Topco Limited	11383835
NBS Enterprises Limited	00978271

**SCHEDULE 2****Freehold and Leasehold Property**

<b>New Chargor</b>	<b>Address</b>	<b>Freehold/Leasehold</b>	<b>Title number</b>
NBS Enterprises Limited	Land and buildings lying on the west side of St Nicholas Street, Newcastle upon Tyne	Freehold	TY297618
NBS Enterprises Limited	Land and Buildings lying to the west side of St Nicholas Street, Newcastle upon Tyne	Freehold	TY359626



**SCHEDULE 3**  
**Subsidiary Shares**

New Chargor	Subsidiary Shares	Share Class	Nominal Value	Number of Shares
Williams Topco Limited	NBS Enterprises Limited	Ordinary	GBP 1 each	1,317,450
NBS Enterprises Limited	Building Design Software Ltd	Ordinary	GBP 1 each	200
	National Building Specification Ltd	Ordinary	GBP 1 each	1

**SCHEDULE 4****Operating Accounts**

<b>New Chargor</b>	<b>Bank Name</b>	<b>Bank Address</b>	<b>Account Number</b>	<b>Sort Code</b>
Glenigan Limited	National Westminster Bank	PO Box 12258 1 Princess Street London EC2R 8PA	██████	██████
Williams Topco Limited	HSBC UK Bank Plc	110 Grey Street Newcastle upon Tyne NE1 6JG	██████	██████
	HSBC UK Bank Plc	110 Grey Street Newcastle upon Tyne NE1 6JG	██████	██████
NBS Enterprises Limited	HSBC UK Bank Plc	110 Grey Street Newcastle upon Tyne NE1 6JG	██████	██████
	HSBC UK Bank Plc	110 Grey Street Newcastle upon Tyne NE1 6JG	██████	██████
	HSBC UK Bank Plc	110 Grey Street Newcastle upon Tyne NE1 6JG	██████	██████
	HSBC UK Bank Plc	110 Grey Street Newcastle upon Tyne NE1 6JG	██████	██████
	HSBC UK Bank Plc	110 Grey Street Newcastle upon Tyne NE1 6JG	██████	██████

**SCHEDULE 5****Intellectual Property**

<b>New Chargor</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>IP Type</b>	<b>Status</b>
Glenigan Limited	United Kingdom	UK00002542252	Trademark	Registered
	United Kingdom	UK00001403264	Trademark	Registered
	United Kingdom	UK00001401881	Trademark	Registered
	United Kingdom	UK00003096475	Trademark	Registered
NBS Enterprises Limited	United Kingdom	2297088	Trademark	Registered
	United Kingdom	2484862	Trademark	Registered
	United Kingdom	3543699	Trademark	Registered
	United Kingdom	3542500	Trademark	Registered
	United Kingdom	3341021	Trademark	Registered
	United Kingdom	2597702	Trademark	Registered
	United Kingdom	3137867	Trademark	Registered
	United Kingdom	2484865	Trademark	Registered
	United Kingdom	3063134	Trademark	Registered
	United Kingdom	2297072	Trademark	Registered
	United Kingdom	2485163	Trademark	Registered
	United Kingdom	2282644	Trademark	Registered
	United Kingdom	3452925	Trademark	Registered
	United Kingdom	2218103	Trademark	Registered
	United Kingdom	3137870	Trademark	Registered
	United Kingdom	3137864	Trademark	Registered
	United Kingdom	3139771	Trademark	Registered
	United Kingdom	3139774	Trademark	Registered
	United Kingdom	2218107	Trademark	Registered
	United Kingdom	2593386	Trademark	Registered

	Australia	1821337	Trademark	Registered
	Australia	1573497 International registration number: 1573497	Trademark	Application Pending (Madrid National)
	Australia	2041415 International registration number: 1490159	Trademark	Application Pending (Madrid National)
	Australia	1821344	Trademark	Registered
	Australia	1821338	Trademark	Registered
	Australia	1543223 International registration number: 1543223	Trademark	Application Pending (Madrid National)
	Australia	1821343	Trademark	Registered
	Canada	1870852	Trademark	Application pending
	Canada	2081965 International registration number: 1573497	Trademark	Application Pending (Madrid National)
	Canada	1952713	Trademark	Application pending
	Canada	1870855	Trademark	Application pending
	Canada	2042905 International registration number: 1543223	Trademark	Application Pending (Madrid National)
	Canada	1870854	Trademark	Application pending
	Madrid Protocol (TM)	1573497	Trademark	Registered
	Madrid Protocol (TM)	1490159	Trademark	Registered
	Madrid Protocol (TM)	1543223	Trademark	Registered
	United States of America	6010856	Trademark	Registered
	United States of America	6010857	Trademark	Registered

	United States of America	79303434 International registration number: 1573497	Trademark	Application Pending (Madrid National)
	United States of America	6055714 International registration number: 1490159	Trademark	Full Registration (Madrid National)
	United States of America	6010855	Trademark	Registered
	United States of America	79290600 International registration number: 1543223	Trademark	Application Pending (Madrid National)

**SCHEDULE 6**

**Assigned Agreements**

None as at the date of this Deed.

**SCHEDULE 7****Insurance Policies**

<b>New Chargor</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Description</b>
Glenigan Limited	QBE UK Limited	00029295PIC	Professional indemnity
	HSB Engineering Insurance Limited	COM002533ACT	Computers package
	Chubb European Group SE and AXIS Speciality Europe SE	P21PATPTP03133	Group personal accident and travel
Williams Topco Limited	Liberty Mutual Insurance Europe SE	P20FINFML01030	Crime
	Chubb European Group SE (60% as lead insurer) Axis Speciality Europe Limited (20% as co-insurer) Royal & Sun Alliance Insurance plc (20% as co-insurer)	P20PATPTP01145	Group Personal Accident & Travel
	Lloyds's Syndicate AXS 1686 via Aon Underwriting Managers	CMCTR1992085	Terrorism
	Allianz Insurance plc	NV/10396331/06	Engineering statutory inspection
	Allianz Insurance Plc	53/NZ/29224236/06	Engineering insurance
	HSB Engineering Insurance Limited	COM001805ACT	Computer package


**SIGNATORIES TO DEED OF ACCESSION**

**New Chargors**

Executed as a deed by  
**GLENIGAN LIMITED;**

)  
)  
)  
)

Signature of director




.....

Name of director

Colin Smith

.....

Signature of director



.....

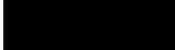
Name of director

Stefan Lindqvist

.....




Executed as a deed by )  
**WILLIAMS TOPCO LIMITED:** )  
 )  
 )

Signature of director  .....  
Name of director Colin Smith .....

Signature of director  .....  
Name of director Stefan Lindqvist .....

Executed as a deed by )  
**NBS ENTERPRISES LIMITED:** )  
 )  
 )

Signature of director  .....

Name of director Colin Smith .....

Signature of director  .....

Name of director Stefan Lindqvist .....

**The Security Agent**

Signed for and on behalf of	)	
<b>GLAS TRUST CORPORATION</b>	)	.....
<b>LIMITED:</b>	)	Name:
	)	

**Notice Details**

Address: 45 Ludgate Hill, London, EC4M 7JU  
Email: tmg@glas.agency  
Attention: Transaction Management Group / Byggfakta Group TRN00001336