



Registration of a Charge

Company name: **MAPLIN ELECTRONICS LIMITED**

Company number: **01264385**



X70M9J4Q

Received for Electronic Filing: **26/02/2018**

Details of Charge

Date of creation: **23/02/2018**

Charge code: **0126 4385 0034**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

Brief description:

Contains floating charge(s) .

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: **MERYEM HASSAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1264385

Charge code: 0126 4385 0034

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2018 and created by MAPLIN ELECTRONICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th February 2018 .

Given at Companies House, Cardiff on 28th February 2018

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

Confidential

Dated 23 February 2018

**Maplin Electronics Limited
(as Chargor)**

**Wells Fargo Capital Finance (UK) Limited
(as Security Trustee)**

Supplemental Floating Charge

THIS SUPPLEMENTAL FLOATING CHARGE is dated 23 February 2018

BETWEEN:

- (1) **MAPLIN ELECTRONICS LIMITED** of Brookfields Way Manvers, Wath Upon Dearne, Rotherham, South Yorkshire, S63 5DL (registered in England and Wales with company number 01264385) (the **Chargor**); and
- (2) **WELLS FARGO CAPITAL FINANCE (UK) LIMITED** (registered in England and Wales with company number 2656007) (the **Security Trustee**).

BACKGROUND:

- (A) The parties to this Supplemental Floating Charge (the **Parties**) are party to a debenture dated 26 October 2016 (the **Debenture**) in connection with a facility agreement originally dated 26 October 2016 as amended and restated on 24 November 2017 between the Parties and certain affiliates of the Chargor.
- (B) The Parties intend that this Supplemental Floating Charge take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

1. Definitions and Interpretation

- 1.1 Terms defined in the Debenture have the same meaning when used in this Supplemental Floating Charge unless the context requires otherwise.
- 1.2 In this Supplemental Floating Charge:

Designated Account means the Chargor's account at Lloyds Bank PLC with account number [REDACTED] and sort code: [REDACTED].
- 1.3 The provisions of Clause 1.2 of the Debenture shall apply to this Supplemental Floating Charge with such consequential changes as may be required.

2. De-crystallisation and Floating Charge

- 2.1 The Security Trustee hereby notifies the Chargor that if the floating charge created over the Designated Account pursuant to clause 3.1 (*Floating Charge*) of the Debenture has automatically crystallised into a fixed charge pursuant to clause 3.3 (*Automatic Conversion*) of the Debenture, with effect on and from the date of this Supplemental Floating Charge such charge is hereby de-crystallised.
- 2.2 The Chargor, as security for the payment and performance of the Secured Liabilities charges in favour of the Security Trustee by way of floating charge the Designated Account and the amount standing to the credit of the Designated Account from time to time.
- 2.3 The Security Trustee acknowledges that on or around the date of this Supplemental Floating Charge the Chargor intends to grant a fixed charge over the Designated Account in favour of Lloyds Bank Plc (**Lloyds** and the **Lloyds Fixed Charge**). The Security Trustee consents to the creation of the Lloyds Fixed Charge and acknowledges and agrees that it is intended that the Lloyds Fixed Charge will rank ahead of and in priority to the floating charge over the Designated Account created in favour of the Security Trustee and that the proceeds in the Designated Account shall be applied in the order agreed in writing between, among others, the Security Trustee and Lloyds on or about the date of this Supplemental Floating Charge

(unless otherwise agreed in writing between the parties hereto and Lloyds). The Security Trustee further acknowledges that it has covenanted in favour of Lloyds not to take any steps to crystallise such floating charge over the Designated Account.

3. Debenture Provisions

- 3.1** Subject to clause 3.2 below, to the extent not set out in this Supplemental Floating Charge, the provisions of the Debenture shall apply to this Supplemental Floating Charge and the Debenture and this Supplemental Floating Charge shall be read and construed as one to the extent that references in the Debenture to "this Deed" shall be deemed to include this Supplemental Floating Charge.
- 3.2** The Parties hereby agree that clause 3.3 (*Automatic Conversion*) of the Debenture does not apply to the floating charge over Designated Account created pursuant to this Supplemental Floating Charge.

4. Counterparts

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.

5. Governing Law

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

6. Jurisdiction

- (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 6 is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SIGNATORIES

The Chargor

Executed as a deed by
MAPLIN ELECTRONICS LIMITED

)
)
)



Director

In the presence of:



Signature of witness

Name

A. J. ALLEN

Address

142-146 OLD ST, LONDON EC1V 9BW

Occupation

MAPLIN SERVICES DIRECTOR.

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:

