



Registration of a Charge

Company name: **A.H. BELL & CO. (INSURANCE BROKERS) LIMITED**

Company number: **01381575**



X67QUK7E

Received for Electronic Filing: **02/06/2017**

Details of Charge

Date of creation: **31/05/2017**

Charge code: **0138 1575 0005**

Persons entitled: **HSBC 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: **WE 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:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1381575

Charge code: 0138 1575 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2017 and created by A.H. BELL & CO. (INSURANCE BROKERS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2017 .

Given at Companies House, Cardiff on 5th June 2017

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**

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 2 June 2017

Signed Osborne Clarke LLP

Osborne Clarke LLP

Security Accession Deed

This Accession Deed is made on

2 Temple Back East

Between:

31 May.

2017

Temple Quay, Bristol A.H. Bell & Co. (Insurance Brokers) Limited (company number 01381575) and Salt Risk Management Ltd (company number 06911316) both of whose registered office is at Mailing House, Town Hill, West Malling, Kent, ME19 6QL (each a "New Chargor" and together the "New Chargors"); and
BS1 6EG

- (2) HSBC Bank plc as trustee for itself and for each of the other Secured Parties (the "Security Agent"),

and is supplemental to a Debenture granted by the Chargors in favour of the Security Agent on 6 May 2015 (the "Debenture").

This Accession Deed witnesses as follows:

1. Definitions and Interpretation

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.

- 1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Assigned Contract" means each contract specified in the Schedule to this Accession Deed.

2. Confirmation

Each New Chargor confirms it has read and understood the content of the Debenture.

3. Accession

With effect from the date of this Accession Deed, each New Charger becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Charger under, the Debenture as if it had been an Original Charger.

4. Security

- 4.1 Without prejudice to the generality of clause 3 (*Accession*), each New Charger with full title guarantee in favour of the Security Agent:

- (a) charges by way of legal mortgage, all of the Material Property described in part 1 of the schedule;

- (b) charges by way of first fixed charge:

- (i) all Property not effectively mortgaged by paragraph (a);

- (ii) all fixed and permanent Plant and Machinery;

- (iii) all Plant and Machinery not effectively charged by paragraph (b)(ii);

- (iv) all Investments described in part 2 of the schedule;

- (v) all Debts;
- (vi) all Other Accounts;
- (vii) all Investments not effectively charged by paragraph (b)(iv);
- (viii) all Intellectual Property Rights described in part 3 of the schedule;
- (ix) all Intellectual Property Rights not effectively charged by paragraph (b)(ix);
- (x) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
- (xi) its goodwill and uncalled capital;
- (xii) any Charged Agreements; and
- (xiii) if not effectively assigned by paragraph (c), all its rights and interests in (and claims under) the assets described in paragraph (c);

(c) by way of assignment by way of security:

- (i) all Insurances and Insurance Proceeds;
- (ii) any Assigned Contract; and
- (iii) any Hedging Agreement;

(d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under paragraphs (a) or (b) or which are effectively assigned by way of security under paragraph (c).

4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5. **Construction**

Save as specifically varied in respect of each New Charger only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

6. **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 this Accession Deed is executed on the date appearing at the head of page 1.

Schedule to Accession Deed

Part 1

Property

INTENTIONALLY LEFT BLANK

Part 2

Investments

Chargor	Name of company in which Investments are held	Investments held
Salt Risk Management Ltd	A.H. Bell & Co. (Insurance Brokers) Limited	10,000 ordinary shares

Part 3

Intellectual Property Rights

INTENTIONALLY LEFT BLANK

Part 4

Assigned Contracts

INTENTIONALLY LEFT BLANK

SIGNATORIES TO DEED OF ACCESSION

New Chargor

Executed as a deed by
**A.H. BELL & CO.
(INSURANCE
BROKERS) LIMITED**
acting by :

Signature of director

Signature of witness

Name of witness

Address of witness

[Redacted Signature]

STEVE WAITTS

[Redacted Address]

Occupation of witness

ACCOUNTANT

Executed as a deed by
**SALT RISK
MANAGEMENT LTD**
acting by :

Signature of director

Signature of witness

Name of witness

Address of witness

[Redacted Signature]

STEVE WAITTS

[Redacted Address]

Occupation of witness

ACCOUNTANT

Notice Details

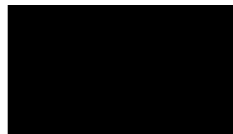
Address:

Facsimile:

Attention:

The Security Agent

Signed for and on behalf of **HSBC BANK**)
PLC by its duly authorised attorney in)
the presence of:)
)



Rick Bodhani

Attorney

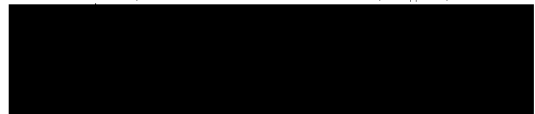
Signature of witness



Name of witness

William Garrett

Address of witness



Occupation of witness

Associate

Notice Details

Address:

Facsimile:

Attention: