



**Registration of a Charge**

Company name: **THE RICHARDS HOGG LINDLEY GROUP LIMITED**

Company number: **02242924**

Received for Electronic Filing: **13/11/2014**



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**Details of Charge**

Date of creation: **05/11/2014**

Charge code: **0224 2924 0008**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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**



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

Company number: 2242924

Charge code: 0224 2924 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2014 and created by THE RICHARDS HOGG LINDLEY GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th November 2014 .

Given at Companies House, Cardiff on 14th November 2014

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 13 day of November 2014

Signed Osborne Clarke  
Osborne Clarke  
2 Temple Back East  
Temple Quay, Bristol  
BS1 6EG

### Security Accession Deed

**THIS SECURITY ACCESSION DEED** is made on 5 November 2014

#### **BETWEEN:**

- (1) **The Richards Hogg Lindley Group Limited** (a company incorporated in England and Wales with registered number 02242924) (the "**New Charging Company**");
- (2) **Charles Taylor plc** (a company incorporated in England and Wales with registered number 03194476) (the "**Obligors' Agent**") for itself and as agent for and on behalf of each of the existing Charging Companies; and;
- (3) **The Royal Bank of Scotland plc** as security trustee for itself and the other Secured Parties (the "**Security Trustee**").

#### **RECITAL:**

This deed is supplemental to a debenture dated 7 November 2013 between, inter alia, the Charging Companies named therein and the Security Trustee, 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 those clauses to the Debenture were references to this deed.

##### **2. Accession of New Charging Company**

###### **2.1 Accession**

The New Charging Company agrees to be a Charging Company 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 Charging Company.

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

The New Charging Company as primary obligor covenants with the Security Trustee (for the benefit of itself with the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

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

The New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee 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 Real Property (including as specified in schedule 1 (*Real Property*)); and
- (b) by way of first fixed charge:
  - (i) all other interests (not effectively charged under clause 2.3(a)) in the Real Property;
  - (ii) all Subsidiary Shares and corresponding Distribution Rights (including as specified in schedule 2 (*Subsidiary Shares*));
  - (iii) all Investments (other than the Subsidiary Shares) and corresponding Distribution Rights;
  - (iv) all Equipment;
  - (v) all Book Debts;
  - (vi) all Cash Collateral Accounts (including as specified in schedule 3 (*Cash Collateral Accounts (Blocked)*));
  - (vii) all Intellectual Property (including as specified in schedule 4 (*Intellectual Property*));
  - (viii) its goodwill and uncalled capital;
  - (ix) to the extent not effectively assigned by clause 3.2 (*Security Assignment*), the Assigned Agreements;
  - (x) to the extent not effectively assigned by clause 3.2 (*Security Assignment*), the Insurances; and
  - (xi) to the extent not effectively assigned by clause 3.2 (*Security Assignment*), the Hedging Agreements.

#### 2.4 Security Assignment

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

- (a) the Assigned Agreements (including as specified in schedule 5 (*Assigned Agreements*));
- (b) the Insurances (including as specified in schedule 6 (*Insurance Policies*)); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Trustee will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements, the Insurances and the Hedging Agreements to the New Charging Company (or as it shall direct).

## **2.5 Fixed Security**

Clause 3.1 (*Fixed Charges*) and clause 3.2 (*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, the New Charging Company charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 3.1 (*Fixed Charges*) or assigned under clause 3.2 (*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. Consent of Existing Charging Companies**

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

## **5. Notices**

The New Charging Company confirms that its address details for notices are as follows:

Address: Standard House 12-13 Essex Street, London, WC2R 3AA

Facsimile: 0203 320 8800

Attention: Charles Taylor Administration Services Limited

## **6. 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**

**Freehold and Leasehold Property**

**SCHEDULE 2**

**Subsidiary Shares**

<b>Subsidiary</b>	<b>Subsidiary shares</b>
Charles Taylor Adjusting Limited	350,000 ordinary shares of £1
Richards Hogg Holdings Limited	3,076,000 non-voting ordinary shares of 1 HK\$ each and 1,000 preferred ordinary shares of 1HK\$ each

**SCHEDULE 3**

**Cash Collateral Accounts (Blocked)**

**Collection Accounts (Not blocked)**

**SCHEDULE 4**

**Intellectual Property**

**SCHEDULE 5**

**Assigned Agreements**

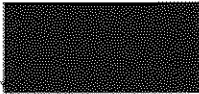
**SCHEDULE 6**

**Insurance Policies**

SIGNATORIES TO THE DEED OF ACCESSION

The New Charging Company

Executed as a deed )  
by The Richards Hogg )  
Lindley Group Limited )  
by Ivan Keane )  
a director, in the presence of: )



Director

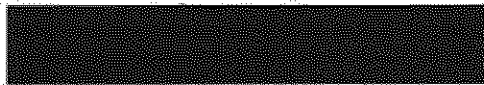
Signature of witness:



Name:

DAVID LANCASTER

Address:

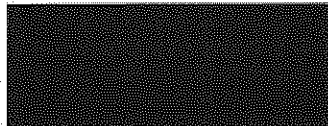


Occupation

COMPANY SECRETARY

The Obligors' Agent

Executed as a deed )  
by Charles Taylor plc )  
by Damian Ely )  
a director, in the presence of: )



Director

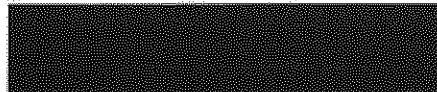
Signature of witness:



Name:

DAVID LANCASTER

Address:



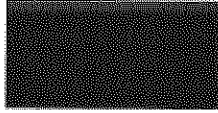
Occupation

COMPANY SECRETARY



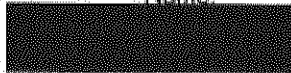
**The Security Trustee**

Executed as a deed )  
by The Royal Bank of )  
Scotland plc )  
acting by its duly authorised )  
attorney in the presence of: )



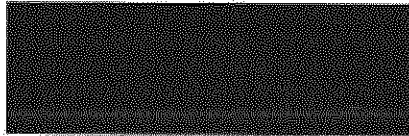
Andrew J. Smith  
Name:

Signature of witness:



Name: Anthony O'Connor

Address:



Occupation

Business