



Registration of a Charge

Company name: **ZYRO LIMITED**

Company number: **03060232**

Received for Electronic Filing: **28/04/2016**



Details of Charge

Date of creation: **15/04/2016**

Charge code: **0306 0232 0007**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description: **N/A**

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:

PAUL CASTLE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3060232

Charge code: 0306 0232 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th April 2016 and created by ZYRO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2016 .

Given at Companies House, Cardiff on 29th April 2016

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**

Debenture Accession Deed

This Deed is made on

15 April

2016 between:

- (1) **AGHOCO 1136 LIMITED**, a company incorporated in England and Wales with company number 08317460, ("**Aghoco**");
- (2) **ZYRO LIMITED**, a company incorporated in England and Wales with company number 03060232, ("**Zyro**");

(together the "**New Chargors**", each a "**New Chargor**")
- (3) **POWER TOPCO LIMITED**, a company incorporated in England and Wales with company number 10037838, (the "**Power Topco**");
- (4) **LLOYDS BANK PLC**, in its capacity as trustee for the Secured Parties (the "**Security Agent**"); and
- (5) **LLOYDS BANK PLC**, in its capacity as agent under the Facilities Agreement (the "**Agent**").

1. INTERPRETATION

- 1.1 In this Deed, the "**Debenture**" means a debenture dated on or around the date of this deed made between Power Topco and the Security Agent as amended, novated, supplemented, extended, or restated, from time to time.
- 1.2 Unless a contrary indication appears:
 - 1.2.1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture; and
 - 1.2.2 the principles of construction set out or referred to in clause 1.3 (*Construction*) of the Debenture shall apply also (where relevant) to this Deed.

2. REPRESENTATIONS

Each New Chargor warrants and represents to the Security Agent that:

- 2.1 (*for Zyro only*) it is a wholly owned Subsidiary of Aghoco; and
- 2.2 it has given due consideration to the terms and conditions of the Finance Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed each New Chargor will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business.

3. AGREEMENT TO ACCEDE

Each New Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "**Effective Date**").

4. EFFECT OF ACCESSION

On and after the Effective Date, the Debenture shall be read and construed for all purposes as if each New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date).

5. SECURITY

5.1 Security over all assets

5.1.1 Each New Chargor grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in clause 3 (*Security*) of the Debenture.

5.1.2 Each New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

5.2 **Specific Security** - Without limiting the generality of Clause 5.1 (*Security over all assets*) or of the Debenture, each New Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Security Agent:

5.2.1 by way of first fixed charge, all the Shares listed in the Schedule (*Shares*) to this Deed; and

5.2.2 by way of first fixed charge, all the Distribution Rights accruing to or on the Shares listed in the Schedule (*Shares*) to this Deed.

6. NEGATIVE PLEDGE

6.1 During the Security Period, no New Chargor shall create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in this Clause 6.1, in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

6.2 Clause 6.1 does not apply to any Security which is Permitted Security or a Permitted Transaction.

7. AGREEMENT AND CONSENT BY CHARGORS

Power Topco agrees and consents to all matters provided for in this Deed.

8. CONSTRUCTION

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Debenture and this Deed shall be read as one and so that references in the Debenture to "**this Deed**", and similar phrases shall be deemed to include this Deed.

9. THIS DEED

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

9.2 The New Chargors have entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to Power Topco on the terms agreed in the Finance Documents.

9.3 The Agent and the First Chargor designate this Deed as a Finance Document.

9.4 This Deed and every counterpart is the property of the Security Agent.

This Deed is made and delivered as a deed on the date stated above.

Schedule**Shares**

	Name of owning Chargor		Name of Subsidiary or other company	Company Number	Number and class of Shares (and where held by nominees names of nominees)
1.	Aghoco Limited	1136	Zyro Limited	03060232	80,000 ordinary shares of £1 each

Execution

New Chargers

Executed as a deed by **Aghoco 1136 Limited**,
acting by a director

Director



In the presence of:



Witness Signature:

Witness Name: *Andrew Curtis*
Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP

Executed as a deed by **Zyro Limited**,
acting by a director

Director



In the presence of:



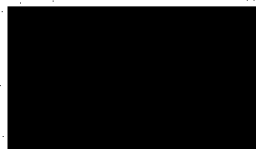
Witness Signature:

Witness Name: *Andrew Curtis*
Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP

Power Topco

Executed as a deed by **Power Topco Limited**,
acting by a director

Director



In the presence of:



Witness Signature:

Witness Name: *Andrew Curtis*
Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP

Communications to be delivered to:

Address: Roundhouse Road,
Faverdale Industrial Estate,
Darlington,
DL3 0UR

Fax number: 01325 741201

Attention: Matt Barker/Paul Gibson

Communications to be delivered to:

Address: Roundhouse Road,
Faverdale Industrial Estate,
Darlington,
DL3 0UR

Fax number: 01325 741201

Attention: Matt Barker/Paul Gibson

The Security Agent

Executed as a deed by
as attorney for **Lloyds Bank plc**,
in the presence of:

)
)
)

as attorney for **Lloyds Bank plc**

Witness signature:

Name: ANNA MARSDEN - RAGNARSSON

Address: EVERSHEDS LLP
BRIDGEWATER PLACE
WATER LANE
LEEDS
LS11 5DR

Occupation: TRAINEE SOLICITOR

The Agent

Executed as a deed by
as attorney for **Lloyds Bank plc**,
in the presence of:

)
)
)

as attorney for **Lloyds Bank plc**

Witness signature:

Name: ANNA MARSDEN - RAGNARSSON

Address: EVERSHEDS LLP
BRIDGEWATER PLACE
WATER LANE
LEEDS
LS11 5DR

Occupation: TRAINEE SOLICITOR