



Registration of a Charge

Company name: **PAVILION SYSTEMS LTD**

Company number: **03530695**



X8E72WIJ

Received for Electronic Filing: **17/09/2019**

Details of Charge

Date of creation: **12/09/2019**

Charge code: **0353 0695 0005**

Persons entitled: **BARCLAYS BANK PLC**

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: **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:

BARCLAYS BANK PLC



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3530695

Charge code: 0353 0695 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th September 2019 and created by PAVILION SYSTEMS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2019 .

Given at Companies House, Cardiff on 18th September 2019

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



Prefix Systems (UK) Ltd
(the *Agent*)

Pavilion Systems Ltd
(the *Acceding Chargor*)

and

Barclays Bank PLC
(the *Bank*)

**ACCESSION DEED TO A DEBENTURE AND
CROSS GUARANTEE**

DATED 12.9.19 7

[NOTE: PLEASE INSERT DATE OF EXECUTION
BY FINAL SIGNATORY IN MANUSCRIPT]

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IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS ACCESSION DEED IS EXECUTED

This Accession Deed is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before executing this Accession Deed.

- This is an Accession Deed including fixed charges over the assets referred to in Clause 4(b) (*Fixed charges*), an assignment of the rights and assets referred to in Clause 4(c) (*Assignment*) and a floating charge over all of the other assets and undertaking of the Acceding Chargor in Clause 4(d) (*Floating charge*).
- The Bank will hold this Accession Deed as security for all debts and other liabilities owed to it by the Acceding Chargor, including under the agreement to pay contained in Clause 3 (*Agreement to pay*). This includes all present and future loans or facilities the Bank has granted or may in the future grant.
- Your liabilities under this Accession Deed will include any liabilities owed under any guarantee or indemnity which you have given to or may give to the Bank in the future.
- If any of the debts or liabilities secured or guaranteed by this Accession Deed are not paid when due, the Bank can appoint a receiver, or take possession of the property and any of the assets charged by this Accession Deed and sell them, and can appoint an administrator in relation to the Acceding Chargor.
- This Accession Deed is separate from and not limited by any other security or guarantee which you may have already given or may give to the Bank in the future.

IF A COMPANY/LLP INCORPORATED IN ENGLAND AND WALES EXECUTES THIS ACCESSION DEED, ALL PARTIES UNDERSTAND THAT THIS DOCUMENT (INCLUDING ANY ATTACHMENTS) WILL BE AVAILABLE FOR INSPECTION BY ANY PERSON AT COMPANIES HOUSE.

THIS ACCESSION DEED is made on the date specified on the front page of this Deed.

By:

- (1) **Prefix Systems (UK) Ltd** (incorporated in England and Wales with registered number 03995507) for itself and for the Chargors (the **Agent**);
- (2) **Pavilion Systems Ltd** (incorporated in England and Wales with registered number 03530695) of Unit B2 Ford Airfield Industrial Estate Ford Arundel BN18 0HY (the **Acceding Chargor**); and
- (3) **Barclays Bank PLC** (Company Number 01026167) of 1 Churchill Place, London E14 5HP (the **Bank**).

Whereas

This Accession Deed is supplemental to a Debenture and Cross Guarantee dated 29 May 2019 between, inter alia, the Agent, the Chargor (as defined therein) and the Bank (the **Debenture and Cross Guarantee**).

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Save to the extent otherwise defined in this Accession Deed, terms defined in the Debenture and Cross Guarantee have the same meaning when used in this Accession Deed.

(b) Interpretation and other provisions

- (i) Clauses 1.2 (*Interpretation*) and 30 (*Miscellaneous Provisions*) of the Debenture and Cross Guarantee are incorporated in this Accession Deed as if they were set out in full in this Accession Deed, but so that references in those Clauses to this Accession Deed shall be construed as references to this Accession Deed.
- (ii) All the provisions contained in the Debenture and Cross Guarantee in relation to the security created by it and all the powers and rights conferred on the Bank and any Receiver in relation to the security created by the Debenture and Cross Guarantee shall extend and apply to the security created by this Accession Deed.
- (iii) The Debenture and Cross Guarantee and Accession Deed shall be read together and construed as one instrument.

2. ACCESSION OF ACCEDING CHARGOR

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture and Cross Guarantee with immediate effect and agrees to be bound by all of the terms of the Debenture and Cross Guarantee as if it had originally been a party to it.

3. AGREEMENT TO PAY

- (a) The Acceding Chargor, as primary obligor and not merely as surety covenants with the Bank that it will pay and discharge on demand the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due or apply and in the manner provided for in the document under which liability for such Secured Obligations arises.
- (b) The Acceding Chargor unconditionally and irrevocably:
 - (i) guarantees to the Bank punctual performance of all of each other Chargor's payment obligations to the Bank;
 - (ii) undertakes to the Bank that whenever another Chargor does not pay any part of the Secured Obligations when due to the Bank, it shall immediately on demand pay that amount (in whatever currency denominated) as if it was the principal obligor; and
 - (iii) agrees with the Bank that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Bank immediately on demand against any cost, claims, charges, expenses, losses or liability it incurs as a result of another Chargor not paying any of part of the Secured Obligations which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by the Acceding Chargor under this indemnity (meaning for the avoidance of doubt, that the Acceding Chargor is required to fully reimburse the Bank) will not exceed the amount it would have had to pay under this Accession Deed and/or the Debenture and Cross Guarantee if the amount claimed had been recoverable on the basis of a guarantee.
- (c) The covenants and obligations contained in this Clause 3 are given subject to, and with the benefit of, the provisions set out in Schedule 3 (*Waiver of Defences and Deferral of Rights*) of the Debenture and Cross Guarantee by the Acceding Chargor jointly and severally with each other Chargor.

4. CHARGES

(a) General

All security created by the Acceding Chargor under this Clause 4 is:

- (i) continuing security for the payment and discharge of the Secured Obligations;
- (ii) granted with full title guarantee;
- (iii) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Security Asset; and
- (iv) granted in favour of the Bank.

(b) Fixed charges

The Acceding Chargor charges by way of first fixed charge:

- (i) all Land in England and Wales now vested in it and not registered at the Land Registry;
- (ii) all Land in England and Wales now vested in it and registered at the Land Registry;

- (iii) all other Land which is now, or in the future becomes, its property;
- (iv) (to the extent that they are not Land) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of its stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;
- (v) (to the extent not validly and effectively assigned pursuant to Clause 4(c)(i) below) all Rental Income and the benefit to the Acceding Chargor of all other rights and claims to which the Acceding Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of the Acceding Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;
- (vi) all Securities;
- (vii) the Insurance Contracts together with all rights and interest in the Insurance Contracts (including the benefit of all claims arising and, to the extent not validly and effectively assigned pursuant to Clause 4(c)(vi) below, all monies payable under them);
- (viii) all of its present and future goodwill;
- (ix) all of its present and future uncalled capital;
- (x) all of its present and future Intellectual Property Rights;
- (xi) all trade secrets, confidential information and know-how owned or enjoyed by it now or in the future in any part of the world;
- (xii) all trade debts now or in the future owing to it;
- (xiii) all other debts now or in the future owing to it save for those arising on fluctuating accounts with associates (as defined in section 345 of the Companies Act 2006);
- (xiv) all of its present and future right, title, benefit and interest in and to each Fixed Charge Account and each related Deposit; and
- (xv) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to it as security in respect of any Asset itself subject to a fixed charge in favour of the Bank.

(c) Assignment

The Acceding Chargor assigns and agrees to assign all of its right, title, estate and other interests in and to:

- (i) the Rental Income and the benefit to the Acceding Chargor of all other rights and claims to which the Acceding Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of the Acceding Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;
- (ii) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the

Acceding Chargor in relation to any Land and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other equipment now or from time to time in the buildings erected or to be erected on any Land and any other person, firm or company now or from time to time under contract with or under a duty to the Acceding Chargor and the benefit of all sums recovered in any proceedings against all or any of such persons;

- (iii) the benefit of all Property Agreements and the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to the Acceding Chargor under or in respect of any Property Agreement;
- (iv) each Assigned Account and each related Deposit;
- (v) (to the extent that any Intellectual Property Rights are not capable of being charged pursuant to Clause 4(b), whether by reason of lack of any third party consent which is required, or otherwise) its right, title and interest (if any) in and to any and all damages, compensation, remuneration, profit, rent, fees, royalties or income which it may derive from such Intellectual Property Rights or be awarded or entitled to in respect of such Intellectual Property Rights; and
- (vi) any sums payable to it pursuant to any Insurance Contract,

provided that nothing in this Clause 4(c) shall constitute the Bank as a mortgagee in possession.

(d) Floating charge

- (i) The Acceding Chargor charges by way of first floating charge all its present and future undertaking and Assets of whatever type and wherever located.
- (ii) The floating charge created by the Acceding Chargor under Clause 4(d)(i) above shall be deferred in point of priority to all other security or security interests created under or pursuant to this Accession Deed.
- (iii) The floating charge created by the Acceding Chargor under Clause 4(d)(i) above is a "qualifying floating charge" for the purposes of paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002). Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Accession Deed.

(e) Attorney

The Acceding Chargor, by way of security, irrevocably and severally appoints the Bank (and any Receiver or Delegate appointed under this Accession Deed) to be its attorney in accordance with the provisions of Clause 16 (*Further Assurances*) of the Debenture and Cross Guarantee. The Acceding Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 4(e).

5. REPRESENTATIONS

The Acceding Chargor makes the representations set out in Clause 7 (*Representations*) of the Debenture and Cross Guarantee on the date of this Accession Deed.

6. CONSENT OF EXISTING CHARGORS

The Chargors, acting by the Agent, agree to the terms of this Accession Deed and agree that its execution will in no way prejudice or affect any security granted by any of them by or under the Debenture and Cross Guarantee.

7. NEGATIVE PLEDGE

- (a) The Acceding Chargor shall not, without the prior written consent of the Bank:
- (i) create, agree to create or permit to exist any trust, interest or Security Interest (howsoever ranking in point of priority) of any nature whatsoever (including such as arises by operation of law or any enactment) in, over or affecting all or any part of its Security Assets; or
 - (ii) subject to Clause 7(b) below, part with, grant or enter into a lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its Security Assets or any interest in them or agree to do so.
- (b) The Acceding Chargor undertakes to the Bank that, save as expressly permitted by the Bank in writing, it will not:
- (i) create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, the floating charges created by this Accession Deed and the Debenture and Cross Guarantee); or
 - (ii) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

8. IMPLIED COVENANTS OF TITLE

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to paragraphs (b) to (d) of Clause 4 (*Charges*) above. It shall be implied in respect of paragraphs (b) to (d) of Clause 4 (*Charges*) above that the Acceding Chargor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

9. OWNERSHIP

The Acceding Chargor is the legal and beneficial owner of, and has good and marketable title to, its Security Assets, in each case, free from security (other than that created by or pursuant to this Accession Deed) and restrictions and onerous covenants.

10. DELIVERY OF DOCUMENTS OF TITLE AND REGISTRATION

- (a) The Acceding Chargor shall, on the date of this Accession Deed deliver (or procure delivery of) to the Bank, and the Bank shall be entitled to hold and retain during the Security Period, all

deeds, certificates and other documents of title relating to the property charged pursuant to this Accession Deed (including any lease or licences relating to it) where originals thereof are not required to be registered.

- (b) The Acceding Chargor shall, at any time as required by the Bank, execute and deliver to the Bank any documents and transfers to constitute or perfect an equitable or legal charge or a pledge (at the Bank's option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depository system, and give any instructions and take any actions the Bank may require to achieve this.
- (c) The Acceding Chargor shall, if requested by the Bank, execute all such documents and do all acts that the Bank may reasonably require to record the interest of the Bank in any registers relating to any registered Intellectual Property Rights.
- (d) The Acceding Chargor undertakes to make or procure that there is made a due application to the Land Registry in respect of any Land that is registered land (with the Acceding Chargor's consent as proprietor of the relevant registered estate):

- (i) to enter a restriction in the following terms on the relevant register of title:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge in the accession deed dated [] in favour of Barclays Bank PLC as referred to in the charges register or their conveyancer"; and

- (ii) to enter an obligation to make further advances on the relevant register of title.

- (e) The Acceding Chargor certifies to the Land Registry that the Security Interest created under or pursuant to this Accession Deed does not contravene any of the provisions of the memorandum or articles of association or other constitutive documents of the Acceding Chargor.
- (f) The Acceding Chargor shall, if requested by the Bank, execute and deliver to the provider of any Insurance Contracts such notices and other documents as the Bank may reasonably require in relation to the assignment by way of security.
- (g) The Acceding Chargor undertakes not to amend, vary or waive the terms and conditions relating to any Insurance Contract without the prior written consent of the Bank.

11. CONTINUING SECURITY

The security constituted by this Accession Deed shall be continuing, is made for securing further advances and will extend to the ultimate balance of the Secured Obligations, regardless of (i) any intermediate payment or discharge in whole or in part; and (ii) any amendment, variation, restatement, assignment, replacement, refinancing, novation or departure (however substantial or material) of, to or from any document constituting any Secured Obligations.

12. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one instrument.

13. GOVERNING LAW AND JURISDICTION

Clause 31 (*Governing law and jurisdiction*) of the Debenture and Cross Guarantee shall be incorporated in this Accession Deed as if set out in full in this Accession Deed but so that references in that Clause to "this Deed" shall be construed as references to this Accession Deed.

You are strongly recommended to seek independent legal advice before signing.

This Accession Deed has been executed as a deed by the Acceding Chargor and the Agent and signed by the Bank and is delivered on the date stated at the beginning of this Accession Deed.

EXECUTION PAGES

For and on behalf of Barclays Bank PLC



Paul Jury
Director of Lending Operations

Acceding Chargor:

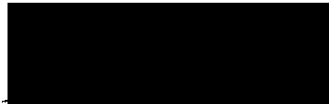
EXECUTED as a DEED by Pavilion Systems Ltd
acting by two directors/a director and its
secretary



Signature of Director

CHRISTOPHER COOKE

Name of Director (in BLOCK
CAPITALS)



Signature of Director/Secretary

CHRISTOPHER BARON

Name of Director/Secretary (in
BLOCK CAPITALS)

The Agent:

EXECUTED as a DEED by Prefix Systems (UK) Ltd
acting by two directors/a director and its
secretary



Signature of Director

CHRISTOPHER COOKE

Name of Director (in BLOCK
CAPITALS)



Signature of Director/Secretary

CHRISTOPHER BARON

Name of Director/Secretary (in
BLOCK CAPITALS)