Companies House

MR01(ef)

Registration of a Charge

Company name: **ABI (UK) LIMITED**

Company number: **03553786**

Received for Electronic Filing: **25/05/2016**

X57QHPCQ

Details of Charge

Date of creation: **19/05/2016**

Charge code: **0355 3786 0016**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY TRUSTEE**

Brief description: **LAND ON THE NORTH WEST SIDE OF BARMSTON CLOSE, BEVERLEY - TITLE NO.: HS274226; LAND AT BELPRIN ROAD AND LAND LYING TO THE NORTH OF BARMSTON CLOSE, BEVERLEY - TITLE NO.: YEA46957; LAND ON THE EAST SIDE OF SWINEMOOR LANE, BEVERLEY - TITLE NO.: YEA78022.**

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: **ASHURST LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3553786

Charge code: 0355 3786 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th May 2016 and created by ABI (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th May 2016 .

Given at Companies House, Cardiff on 26th May 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

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 19 May 2016

BETWEEN:

(1) Each Company listed in Schedule 1 (each a **"New Charging Company"**); and

(2) **BARCLAYS BANK PLC** as security trustee for itself and the other Secured Parties (the **"Security Agent"**).

RECITAL:

This deed is supplemental to a debenture dated 19 May 2016 between, inter alia, the Charging Companies named therein and the Security Agent, 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 that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGING COMPANY

2.1 Accession

Each 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

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

2.3 Fixed Charges

Each New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent 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 Property (including as specified in schedule 2 (Property)); and

(b) by way of first fixed charge:

(i) all other interests (not effectively charged under clause 2.3(a)) in the Property;

(ii) all Subsidiary Shares (including as specified in schedule 3 (Subsidiary Shares));

(iii) all Investments (other than the Subsidiary Shares);

(iv) all Equipment;

(v) all Non-Vesting Receivables and Associated Rights;

(vi) all Cash Collateral Accounts;

(vii) its goodwill and uncalled capital; and

(viii) to the extent not effectively assigned by clause 3.2 (Security Assignment) of the Debenture:

(A) the Assigned Agreements;

(B) the Insurances; and

(C) the Hedging Agreements.

2.4 **Security Assignment**

As further security for the payment and discharge of the Secured Obligations, each New Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, 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 Agent will at the request and reasonable cost of the relevant New Charging Company re-assign the relevant rights, title and interest in the assigned assets to that New Charging Company (or as it shall direct).

2.5 **Fixed Security**

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) of the Debenture 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, each New Charging Company charges with full title guarantee in favour of the Security Agent 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) of the Debenture 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. **NOTICES**

Each New Charging Company confirms that its address details for notices in relation to clause 22 (Notices) of the Debenture are as shown immediately after its name on the execution pages of this deed.

5. **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

New Charging Companies

Name	Registered Number
ABI Alpha Limited	07745824
ABI Beta Limited	07745844
ABI (UK) Group Limited	05322382
ABI (UK) Holdings Limited	04892511
ABI (UK) Limited	03553786
ABI (UK) Group EBT Limited	06007112

SCHEDULE 2

Property

Charging Company	County and District (or London Borough)	Address or description	Title No:
ABI (UK) Limited	East Riding of Yorkshire	Land on the north west side of Barmston Close, Beverley	HS274226
ABI (UK) Limited	East Riding of Yorkshire	Land at Belprin Road and land lying to the north of Barmston Close, Beverley	YEA46957
ABI (UK) Limited	East Riding of Yorkshire	Land on the east side of Swinemoor Lane, Beverley	YEA78022

SCHEDULE 3

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
ABI Alpha Limited	ABI Beta Limited	1,125,671 ordinary shares of £1	Not applicable
ABI Beta Limited	ABI (UK) Group Limited	572,500 B ordinary shares of £0.01	Not applicable
ABI Beta Limited	ABI (UK) Group Limited	400,000 Cumulative Participating Preferred A ordinary shares of £0.01	Not applicable
ABI (UK) Group Limited	ABI (UK) Holdings Limited	560,000 B ordinary shares of £0.01	Not applicable
ABI (UK) Group Limited	ABI (UK) Holdings Limited	400,000 Cumulative Participating Preferred A ordinary shares of £0.01	Not applicable
ABI (UK) Group Limited	ABI (UK) Group EBT Limited	1 ordinary share of £1	Not applicable
ABI (UK) Holdings Limited	ABI (UK) Limited	2,000,000 ordinary shares of £1	Not applicable
ABI (UK) Holdings Limited	ABI (UK) Limited	5,059,000 preference shares of £1	Not applicable

SCHEDULE 4

Part 1

Cash Collateral Accounts (Blocked)

None as at the date of this deed.

Part 2

Collection Accounts (Not blocked)

Charging Company	Account Bank	Sort Code	Account Number
ABI Beta Limited	Barclays Bank PLC		
ABI (UK) Group Limited	Barclays Bank PLC		
ABI (UK) Holdings Limited	Barclays Bank PLC		
ABI (UK) Limited	Barclays Bank PLC		
ABI (UK) Limited	Barclays Bank PLC		
ABI (UK) Limited	Barclays Bank PLC		
ABI (UK) Group EBT Limited	Barclays Bank PLC		

SCHEDULE 5

Part 1: Assigned Agreements

None as at the date of this deed.

Part 2: Intra Group Loans

Left intentionally blank.

SCHEDULE 6

Insurance Policies

1. Commercial Combined policy no. 32/SZ/12425537/03 held by ABI Alpha Limited, ABI Beta Limited, ABI (UK) Group Limited, ABI (UK) Holdings Limited, ABI (UK) Limited and ABI (UK) Group EBT Limited with Allianz Insurance plc

    - Material Damage
    - Business Interruption

2. Credit Insurance Policy held by ABI (UK) Limited (policy number GB53855) with QBE Insurance (Europe) Limited

3. Key-Man Policy held by ABI (UK) Limited in respect of Richard Jones (policy number 1173098-0001-C) with Liverpool Victoria Friendly Society Limited

4. Key-Man Policy held by ABI (UK) Limited in respect of Dean Hague (policy number 32252-2TA-DYS) with Zurich Assurance Ltd

5. Key-Man Policy held by ABI (UK) Limited in respect of Mel Copper (policy number B032670ED) with Aviva Life Services UK Limited

SCHEDULE 7

Equipment

None as at the date of this deed.

SIGNATORIES TO DEED OF ACCESSION

Executed as a deed by ABI ALPHA)
LIMITED acting by:)

Signature of director .....

Name of director .... RICHARD JONES .....

Signature of witness .....

Name of witness .... CHRISTOPHER JAMES LAMB

Address of witness .... Pinsent Masons LLP
1 Park Row
Leeds
LS1 5AB

Occupation of witness .....

Notice Details

Address: Swinemoor Lane, Beverley, East Yorkshire, HU17 0LJ

Facsimile: 01482 889054

Attention: Richard Jones

Executed as a deed by ABI BETA LIMITED)
acting by:)

Signature of director .....

Name of director Richard Jones

Signature of witness .....

Name of witness Christopher James Graham

Address of witness Pinsent Masons LLP
1 Park Row
Leeds
LS1 5AB

Occupation of witness .....

Notice Details

Address: Swinemoor Lane, Beverley, East Yorkshire, HU17 0LJ

Facsimile: 01482 889054

Attention: Richard Jones

Executed as a deed by ABI (UK) GROUP)
LIMITED acting by:)

Signature of director .....

Name of director RICHARD JONES

Signature of witness .....

Name of witness CHRISTOPHER JAMES GRAHAM

Address of witness Pinsent Masons LLP
1 Park Row
Leeds
LS1 5AB

....

Occupation of witness .....

Notice Details

Address: Swinemoor Lane, Beverley, East Yorkshire, HU17 0LJ

Facsimile: 01482 889054

Attention: Richard Jones

Executed as a deed by ABI (UK) HOLDINGS LIMITED acting by:)
)
)

Signature of director .....

Name of director Richard Jones

Signature of witness .....

Name of witness Christopher James Graham

Address of witness Pinsent Masons LLP
1 Park Row
Leeds
LS1 5AB

.....

Occupation of witness .....

Notice Details

Address: Swinemoor Lane, Beverley, East Yorkshire, HU17 0LJ

Facsimile: 01482 889054

Attention: Richard Jones

Executed as a deed by ABI (UK) LIMITED)
acting by:)

Signature of director .....

Name of director RICHARD JONES

Signature of witness ... .

Name of witness CHRISTOPHER JAMES CARUTH

Address of witness Pinsent Masons LLP
1 Park Row
Leeds
LS1 5AB

....

Occupation of witness .....

Notice Details

Address: Swinemoor Lane, Beverley, East Yorkshire, HU17 0LJ

Facsimile: 01482 889054

Attention: Richard Jones

Executed as a deed by ABI (UK) GROUP)
EBT LIMITED acting by:)
)

Signature of director .....

Name of director MEL COPPER

Signature of witness .....

Name of witness CHRISTOPHER DAMES GOMMON

Address of witness Pinsent Masons LLP
1 Park Row
Leeds
LS1 5AB

.....

Occupation of witness .....

Notice Details

Address: Swinemoor Lane, Beverley, East Yorkshire, HU17 0LJ

Facsimile: 01482 889054

Attention: Richard Jones

The Security Agent

Signed for and on behalf of **BARCLAYS BANK PLC**:))))

.....

Name:

Notice Details

Address: 5 The North Colonnade, Canary Wharf, London, E14 4BB

Facsimile: +44 (0) 20 7773 4893
Attention: Head of European Loans Agency