

MR01

Particulars of a charge

Laserform

624487-65

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form This scanned and placed on the public record **Do not send the original.**

SATURDAY



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A17

04/07/2015

#412

COMPANIES HOUSE

**1 Company details**

Company number 0 4 1 8 3 2 7 1

Company name in full Supplytech Limited

2

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 3 0 0 6 2 0 1 5

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Barclays Bank plc

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument  Brief description	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement ①</b> You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature  X      DWF LLP      X  This form must be signed by a person with an interest in the charge	

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Deborah Kirtley

Company name DWF LLP

Address Great North House

Sandyford Road

Post town Newcastle Upon Tyne

County/Region Tyne and Wear

Postcode N E 1 8 N D

Country United Kingdom

DX 62553

Telephone 0191 2339700 DKL/45821464



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales.**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number 4183271

Charge code: 0418 3271 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2015 and created by SUPPLYTECH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2015

DX

'Given at Companies House, Cardiff on 13th July 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

# **Deed of Accession and Charge**

(single company or limited liability partnership only)  
acceding to a Guarantee and Debenture

The companies/LLPs executing this Accession and Charge understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House

This deed of accession and charge is made on . 30 . June . 2015 by you'

SUPPLYTECH LIMITED

Registered Number: 04183271

in favour of us, **Barclays Bank PLC**, as security for your liabilities and those of others to us with the consent of the Agent.

KITWAVE LIMITED

Registered Number: 2114564

By executing this deed of accession and charge you accede to the deed of guarantee and debenture dated 4 January 2010 given to us by the Agent and others and enter into covenants, guarantees and agreements and create charges as provided in this deed

## **Index of Clauses**

1. **Definitions**
2. **Your accession to the Principal Deed**
3. **The charges you create**
4. **Power of attorney**
5. **Governing law and jurisdiction**

CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL  
DWF LLP  
NEWCASTLE UPON TYNE  
DWF LLP 3/7/2015

## 1. Definitions

Expressions defined in the deed of guarantee and debenture referred to on the front page (the "Principal Deed") and the principles of interpretation provided for in it will, unless the context otherwise requires, have the same meanings and apply in this deed.

## 2. Your accession to the Principal Deed

- 2.1 You agree with us to be bound by the terms of the Principal Deed and to perform all your obligations (whether as guarantor, chargor or otherwise) under the Principal Deed with effect from the date of this deed as if you had been an original party to the Principal Deed.
- 2.2 You covenant to pay or discharge to us on our demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by you to us in any manner
- 2.3 You guarantee the Indebtedness to us of all those entities which were original parties to the Principal Deed and which, at the date of this deed, remain as parties and of all other entities which have become parties through accession to the Principal Deed subsequently
- 2.4 You further guarantee the Indebtedness to us of all entities which in future may accede to the Principal Deed
- 2.5 The nature and extent of your liability as guarantor shall be as stated in the Principal Deed as if all its guarantee provisions were set out in full in this deed.
- 2.6 The Agent (on behalf of itself and the other companies which are parties to the Principal Deed) hereby agrees to your accession.
- 2.7 You irrevocably authorise the Agent to perform all acts and to sign all documents on your behalf for the purposes stated in clause 18 of the Principal Deed in the same terms as if you were an original party to it.

## 3. The charges you create

- 3.1 By executing this deed, you charge to us with full title guarantee with the payment or discharge of all Indebtedness.
- 3.1.1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in you and not registered at H.M. Land Registry,
- 3.1.2 by way of fixed charge.
  - a all freehold and leasehold Land in England and Wales now vested in you and registered at H.M. Land Registry;
  - b all other Land which is now, or in the future becomes, your property,
  - c all plant and machinery now or in the future attached to any Land
  - d

all rental and other income and all debts and claims which are due or owing to you now or in the future under or in connection with any lease, agreement or licence relating to Land;

e

all your Securities,

f

all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you:

- which relate to Assets themselves subject to a fixed charge in our favour, or
- which are now or in the future deposited by you with us;

together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

g

all your goodwill and uncalled share capital for the time being,

h

- all your Intellectual Property, present and future, including any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others,
- the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world;
- all trade secrets, confidential information and knowhow owned or enjoyed by you now or in the future in any part of the world,

i

- all trade debts now or in the future owing to you;
- all other debts now or in the future owing to you save for those arising on fluctuating accounts with associates (as defined in section 1152(3) of the Companies Act 2006),

j

the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in our favour;

### 3.1.3 by way of floating charge

a

all your Assets which are not effectively charged by the fixed charges detailed above, and

b

without exception all your Assets insofar as they are situated for the time being in Scotland



3.2 The above charges are created with the benefit of the covenants, conditions and provisions contained in the Principal Deed as if they were all repeated (amended as necessary) in full in this deed.

## 4. Power of Attorney

- to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- to perform any act;

5. Governing law and jurisdiction

**This deed of accession and charge** is executed by you and the Agent as a deed and signed by us and it will take effect on the date shown on the front page.


 Director
 
 Witness

(if sole signatory only)

DB Member [Signature] Witness  
 (if sole signatory only)