

MR01

Particulars of a charge

196644/23

ashurst



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the back of this form

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

☐ **What this form is for**
You may not use this form to
register a charge with an
instrument. Use form MR02



LD4

L5DFNTYY

15/08/2016

#32

COMPANIES HOUSE

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. If
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 will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 08094781

Company name in full Harris and Hoole Limited

9

For official use

→ **Filing 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 26/07/2016

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 Santander UK 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

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4

Brief description

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

Intellectual Property

H+H [logo]

Classes 7, 11, 16, 21, 30, 36, 41, 43

For image and more details please refer to the charging instrument

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

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Ashurst LLP

X

This form must be signed by a person with an interest in the charge

CHFP025

04/16 Version 2.1

50227962

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 EHANSE/LHO/A018 00104/50227962

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8094781

Charge code: 0809 4781 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th July 2016 and created by HARRIS AND HOOLE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2016.

Given at Companies House, Cardiff on 23rd August 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**We certify this to be
a true copy
Ashurst**

Ashurst LLP

15 08 16

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on *26 July* 2016

BETWEEN:

- (1) Harris and Hoole Limited (a company incorporated under the laws of England and Wales with registered number 08094781) (the "**New Charging Company**"),
- (2) Rome Pikco Limited (a company incorporated under the laws of England and Wales with registered number 5936386) (the "**Obligors' Agent**") for itself and as agent for and on behalf of each of the existing Charging Companies, and
- (3) Santander UK plc as security trustee for itself and the other Secured Parties (the "**Security Agent**")

RECITAL

This deed is supplemental to a debenture dated 6 January 2014 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

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 Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment in accordance with and in the manner provided for in the Finance Documents

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 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 fixed charge

- (i) all *Subsidiary Shares and corresponding Distribution Rights* (including as specified in Schedule 1 (*Subsidiary Shares*)),
- (ii) all *Investments* (other than the *Subsidiary Shares*) and corresponding *Distribution Rights*,
- (iii) all *Equipment*,
- (iv) all *Book Debts*,
- (v) all *Cash Collateral Accounts* (including as specified in Schedule 2 (*Cash Collateral Accounts (Blocked)*)),
- (vi) all *Intellectual Property* (including as specified in schedule 3 (*Intellectual Property*)),
- (vii) its goodwill and uncalled capital,
- (viii) to the extent not effectively assigned by clause 2 4 (*Security Assignment*), the *Assigned Agreements*,
- (ix) to the extent not effectively assigned by clause 2 4 (*Security Assignment*), the *Insurances*, and
- (x) to the extent not effectively assigned by clause 2 4 (*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 Agent 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 4 (*Assigned Agreements*)),
- (b) the *Insurances* (including as specified in Schedule 5 (*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 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 2 3 (*Fixed Charges*) and clause 2 4 (*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 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 2.3 (Fixed Charges) or assigned under clause 2.4 (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 in relation to the Debenture are as follows:

Address 3 Neal Street, London WC2H 9PU
Facsimile +44(0) 207 379 0858
Attention Ben Price

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 2

Cash Collateral Accounts (Blocked)

N/A

Collection Accounts (Not blocked)

Account Holder	Account Bank	Sort Code	Account Number
Harris and Hoole Limited			

SCHEDULE 3

Intellectual Property

Harris and Hoole Limited Trade Mark Schedule

COUNTRY	TYPE OF REGISTRAR	TRADEMARK	TM LOGO	INT CLASSES	OWNER	APPLICANT	REGISTRATION	NOTICE OF ALLOWANCE/GRANT	NEXT RENEWAL DUE	CLIENT REF.	STATUS	STUDIES REFERENCE
UK	UK Intellectual Property Office	HARRIS HOOLE		25 43	Harris and Hoole Limited	02/07/14	04/03/14				Pending	2104 0117
China	China State Intellectual Property Office	H-H [Logo]	H-H	7 11 16 21 30 35 41 43	Harris and Hoole Limited	19/07/12	04/04/12				Pending	2104 0117
China	China State Intellectual Property Office	H-H		7 9 11 16 21 25 30 32 33 35 41 43	Harris and Hoole Limited	20/08/2012	04/04/14	02/08/2012	04/04/24		Pending	2200 1056
China	China State Intellectual Property Office	HARRIS HOOLE		9 32 33 35 43	Harris and Hoole Limited	02/08/2012	04/04/14	02/08/2012	04/04/24		Pending	2200 1052
China	China State Intellectual Property Office	H-H [Logo]	H-H	7 11 16 21 30 35 41 43	Harris and Hoole Limited	01/04/12	01/04/12	01/04/12	04/04/24		Pending	2200 1000
China	China State Intellectual Property Office	HARRIS HOOLE	HARRIS HOOLE [Logo]	7 11 16 21 30 35 41 43	Harris and Hoole Limited	01/04/12	01/04/12	01/04/12	04/04/24		Pending	2100 1000
China	China State Intellectual Property Office	H-H [Logo]	H-H	7 11 16 21 30 35 41 43	Harris and Hoole Limited	24/05/12	21/04/12				Pending	2104 0117
Malaysia	Malaysia Intellectual Property Office	HARRIS HOOLE		25	Harris and Hoole Limited	20/08/2012	04/04/14				Pending	2200 1043
Malaysia	Malaysia Intellectual Property Office	HARRIS HOOLE		43	Harris and Hoole Limited	20/08/2012	04/04/14	20/08/2012	04/04/24		Pending	2200 1043
Malaysia	Malaysia Intellectual Property Office	H-H [Logo]	H-H	43	Harris and Hoole Limited	20/08/2012	26/04/12				Abandoned	2200 0100
Malaysia	Malaysia Intellectual Property Office	H-H [Logo]	H-H	41	Harris and Hoole Limited	20/08/2012	26/04/12				Abandoned	2200 0100
Malaysia	Malaysia Intellectual Property Office	H-H [Logo]	H-H	35	Harris and Hoole Limited	20/08/2012	26/04/12				Abandoned	2200 0100
Malaysia	Malaysia Intellectual Property Office	H-H [Logo]	H-H	30	Harris and Hoole Limited	20/08/2012	26/04/12				Abandoned	2200 0100
Malaysia	Malaysia Intellectual Property Office	H-H [Logo]	H-H	21	Harris and Hoole Limited	20/08/2012	26/04/12				Abandoned	2200 0100
Malaysia	Malaysia Intellectual Property Office	H-H [Logo]	H-H	16	Harris and Hoole Limited	20/08/2012	26/04/12				Abandoned	2200 0100
Malaysia	Malaysia Intellectual Property Office	H-H [Logo]	H-H	11	Harris and Hoole Limited	20/08/2012	26/04/12				Abandoned	2200 0100
Malaysia	Malaysia Intellectual Property Office	H-H [Logo]	H-H	7	Harris and Hoole Limited	20/08/2012	26/04/12				Abandoned	2200 0100

SIGNATORIES TO DEED OF ACCESSION

New Charging Company

Executed as a deed by)
HARRIS AND HOOLE LIMITED)
)
)

Signature of director

Name of director

B. Price

Signature of witness

Name of witness

B. Price

Address of witness

Occupation of witness

Notice Details

Address 3 NEAL STREET, LONDON, WC2H 9PU

Facsimile +44 (0)207 379 0858

Attention BEN PRICE

The Security Agent

Signed for and on behalf of
SANTANDER UK PLC

)
)
)
)

Name ROBERT ADAMS

Notice Details

Address

Santander House,
2nd Floor, 100 Ludgate Hill
London EC4M 7RE

Attention

Attn: R ADAMS / R PRIAULTX