

MR01

Particulars of a charge

laserform

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 with  
21 days** beginning with the day after the date of creation of the charge.  
If the form is 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. It must be  
scanned and placed on the public record. **Do not send the original**



LD4 \*L573R4E0\* 16/05/2016 #72

COMPANIES HOUSE

**Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**1 Company details**

Company number 0 8 5 6 7 8 6 4  
Company name in full ALPHA BUSINESS COMPUTERS LIMITED

**2 Charge creation date**

Charge creation date d 1 d 0 m 0 m 5 y 2 y 0 y 1 y 6

**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 THE ROYAL BANK OF SCOTLAND 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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**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

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)

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**Signature**

Please sign the form here

Signature

Signature  
X *Maefarlanas LHP* 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 LMP/652654

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No 138 Chancery Lane

Telephone +44 (0)20 7831 9222

**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 [enquiries@companieshouse.gov.uk](mailto:enquiries@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: 8567864

Charge code 0856 7864 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2016 and created by ALPHA BUSINESS COMPUTERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th May 2016

*Dx*

Given at Companies House, Cardiff on 24th May 2016



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## Deed of Accession

DATE 10 May 2016

### PARTIES

- 1 ANS Group Limited (registered number 03176761) with its registered office at Synergy House, Manchester Science Park, Manchester, Greater Manchester, M15 6SY, Eison Ltd. (registered number 05850965) with its registered office at Synergy House, Manchester Science Park, Manchester, Greater Manchester, M15 6SY and Alpha Business Computers Limited (registered number 08567864) with its registered office at Synergy House, Manchester Science Park, Manchester, Greater Manchester, M15 6SY (each an "Additional Chargor" and together the "Additional Chargors"), and
- 2 The Royal Bank of Scotland plc acting through its office at Level 2 – Syndicated Loans Agency, 250 Bishopsgate, London EC2M 4AA as Security Agent (the "Security Agent")

### BACKGROUND

- A Each Additional Chargor is a Subsidiary of the company set out below.

Additional Chargor	Parent
ANS Group Limited	Project Daytona Bidco Limited
Eison Ltd	ANS Group Limited
Alpha Business Computers Limited	ANS Group Limited

- B Project Daytona Limited and Project Daytona Bidco Limited have entered into a security agreement dated 29 April 2016 (the "Security Agreement") between the Chargors under and as defined in the Security Agreement and the Security Agent
- C Each Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- D The Security Agent and the Additional Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand
- E The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents

### IT IS AGREED as follows:

#### 1 Definitions and interpretation

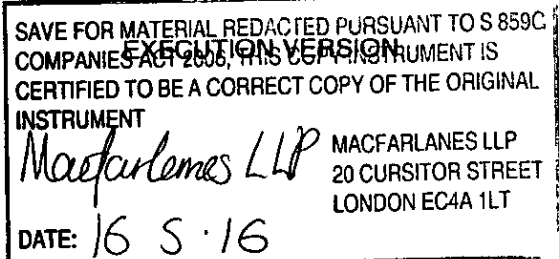
Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed This deed is a Finance Document

#### 2 Accession and covenant to pay

##### 2.1 With effect from the date of this deed each Additional Chargor

- 2.1.1 will become a party to the Security Agreement as a Chargor; and
- 2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

##### 2.2 Each Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or



incurred from or by it to the Secured Parties when the same become due and payable whether by acceleration or otherwise.

- 2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

### 3 Grant of security

#### 3.1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby:

- 3.1.1 grants to the Security Agent, a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed,

- 3.1.2 charges to the Security Agent, by way of first fixed charge, all its

3.1.2.1 Properties acquired by it after the date of this deed,

3.1.2.2 Property Interests;

3.1.2.3 Equipment;

3.1.2.4 Securities;

3.1.2.5 Securities System Rights;

3.1.2.6 Intellectual Property;

3.1.2.7 Insurance Policies,

3.1.2.8 Debts;

3.1.2.9 Accounts,

3.1.2.10 Pension Fund Interests,

3.1.2.11 Goodwill and Uncalled Capital; and

3.1.2.12 right, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses clauses 3.1.1-3.1.4 inclusive;

- 3.1.3 assigns to the Security Agent absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and

- 3.1.4 assigns to the Security Agent, absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

#### 3.2 Floating Security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby charges to the Security Agent, by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to 3.1.1-3.1.4 inclusive above

**3.3 Leasehold Security restrictions**

- 3.3.1 There shall be excluded from the Security created by this deed and by the Security Agreement and from the operation of clause 4.1 (*Restrictions on dealing*) of the Security Agreement, any Excluded Property until the relevant Condition or waiver has been excluded or obtained
- 3.3.2 For each Excluded Property, each Additional Chargor undertakes to
- 3.3.2.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,
  - 3.3.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and
  - 3.3.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy
- 3.3.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 3.1.1, clause 3.1.2.1 or clause 3.1.2.2 of the Security Agreement as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, such Additional Chargor will execute a valid fixed charge in such form as the Security Agent shall require.

**4 Land Registry restriction**

In respect of any Property registered at the Land Registry, each Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property.

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated \_\_\_\_\_ in favour of The Royal Bank of Scotland plc referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer”

**5 Miscellaneous**

With effect from the date of this deed:

- 5.1 the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed),
- 5.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 2 (*Properties currently owned*) to this deed (or relevant part of it)

**6 Governing law**

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

**7 Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been duly executed on the date first above written



**SCHEDULE 1**

**Properties currently owned**

**Part A: Registered Land**

Intentionally Blank

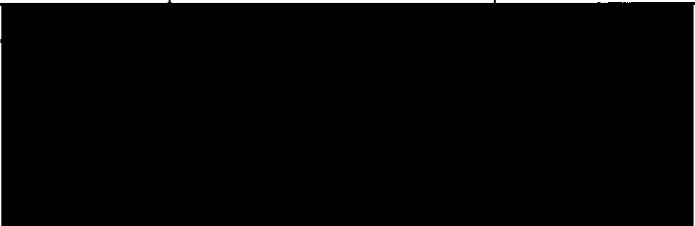
**Part B: Unregistered Land**

Intentionally Blank

**SCHEDULE 2****Accounts****Part 1****Designated Accounts**

Intentionally Blank

**Part 2****Accounts**

<b>Chargor</b>	<b>Bank</b>	<b>Account number</b>	<b>Sort code</b>
ANS Group Limited			
Eison Ltd.			

**SIGNATORIES (TO DEED OF ACCESSION)**

**The Additional Chargors**

**ANS Group Limited**

EXECUTED as a DEED and )  
DELIVERED by )  
ANS GROUP LIMITED )  
acting by. )



Director *Paul Shannon*

in the presence of

Signature



Name *Ben Taylor*

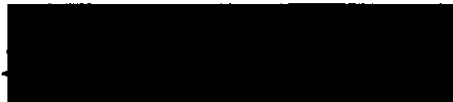
Address



Occupation *Trainee Solicitor*

**Elson Ltd.**

EXECUTED as a DEED and )  
DELIVERED by )  
EISON LTD )  
acting by )



Director *Scott Fletcher*

in the presence of

Signature



Name *Ben Taylor*

Address



Occupation. *Trainee Solicitor*

**Alpha Business Computers Limited**

EXECUTED as a DEED and  
DELIVERED by  
ALPHA BUSINESS COMPUTERS LIMITED  
acting by


)  
)  
)  
)

Director *Scott Fickner*

in the presence of

Signature: 

Name *Ben Taylor*

Address 

Occupation: *Trustee Solicitor*

**The Security Agent**

SIGNED by  
for and on behalf of  
THE ROYAL BANK OF SCOTLAND PLC

)  
)  
)

**Alpha Business Computers Limited**

EXECUTED as a DEED and )  
DELIVERED by )  
ALPHA BUSINESS COMPUTERS LIMITED )  
acting by )

Director

in the presence of:

Signature.

Name.

Address:

Occupation

**The Security Agent**

SIGNED by )  
for and on behalf of )  
THE ROYAL BANK OF SCOTLAND PLC . )

