



Registration of a Charge

Company name: **SAMUEL BANNER PROPERTY CO LIMITED**

Company number: **09339582**



X3N38OAI

Received for Electronic Filing: **19/12/2014**

Details of Charge

Date of creation: **15/12/2014**

Charge code: **0933 9582 0001**

Persons entitled: **INVESTEC BANK PLC**

Brief description: **THE COMPANY CHARGES WITH FULL TITLE GUARANTEE IN FAVOUR OF THE BANK: (A) BY WAY OF LEGAL MORTGAGE THE PROPERTY AT RADNOR ROAD, WIGSTON, LEICESTERSHIRE, LE18 4XY (REGISTERED WITH TITLE NUMBER LT99695); (B) BY WAY OF EQUITABLE MORTGAGE ITS REAL PROPERTY, OTHER THAN THE PROPERTY OR PROPERTIES SPECIFIED IN PARAGRAPH (A) ABOVE; AND (C) BY WAY OF FIXED CHARGE ALL ITS INTELLECTUAL PROPERTY.**

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: **NATALIE BARNES, ASSOCIATE SOLICITOR FOR AND ON BEHALF OF IRWIN MITCHELL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9339582

Charge code: 0933 9582 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2014 and created by SAMUEL BANNER PROPERTY CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2014 .

Given at Companies House, Cardiff on 22nd December 2014

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

Guarantee & Debenture Accession Deed

This deed is made on 15 December 2014

Between:

- (1) **INVESTEC BANK PLC** (Company Number 489604) whose registered office is at 2 Gresham Street, London EC2V 7QP, United Kingdom (the "**Bank**"); and
- (2) **SAMUEL BANNER PROPERTY CO LIMITED** (company number 9339582) whose registered office is at Hampton Court Tudor Road, Manor Park, Runcorn, Cheshire WA7 1TU (the "**New Chargor**")

and is supplemental to a Guarantee and Debenture granted by 2M Holdings Limited (registered with the number 04530131), 2M Group Limited (registered with the number 07904022) and others in favour of the Bank on 22 February 2012 (the "**Guarantee and Debenture**").

Now this Deed witnesses as follows:

1 Definitions and Interpretation

Words and expressions defined in the Guarantee and Debenture shall have the same meaning when used in this deed.

2 Confirmation

The New Chargor confirms it has been supplied with a copy of the Guarantee and Debenture.

3 Accession

The New Chargor hereby:

- (a) covenants with the Bank for the benefit of the Bank (and the Bank's assigns, transferees and successors in title) to be bound by all the terms of the Guarantee and Debenture;
- (b) grants with effect from the date of this deed, each of the mortgages, charges and assignments which are stated to be created, given or granted pursuant to the Guarantee and Debenture; and
- (c) gives in favour of the Bank each of the guarantees and indemnities stated in the Guarantee and Debenture as being given by the Original Chargors,

as if the New Chargor had been a party to the Guarantee and Debenture as an Original Chargor.

4 Security

4.1 Without prejudice to the generality of Clause 3 of this Deed, the New Chargor charges with full title guarantee in favour of the Bank:

- (a) by way of legal mortgage each property specified in Part 1 of the schedule hereto;
- (b) by way of equitable mortgage its Real Property, other than the property or properties specified in Part 1 of the schedule hereto;
- (c) by way of fixed charge all its Plant and Machinery listed in Part 2 of the schedule hereto and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;
- (d) by way of fixed charge all its Plant and Machinery other than that listed in Part 2 of the schedule hereto and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;

- (e) by way of fixed charge all its goodwill, unpaid and/or uncalled capital;
- (f) by way of fixed charge all its Intellectual Property;
- (g) by way of fixed charge all its Securities, including those listed in part 3 of the schedule hereto;
- (h) by way of fixed charge all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the New Chargor's Group;
- (i) by way of fixed charge all amounts realised by an administrator or liquidator of the New Chargor upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986;
- (j) by way of fixed charge all its documents of title which at any time and for any purpose have been or may be deposited with the Bank and the property mentioned in such documents;
- (k) by way of fixed charge all of its Non-Vesting Receivables to the extent not effectively assigned by way of security under clause 4.2 below;
- (l) by way of fixed charge all Associated Rights pertaining to its Non-Vesting Receivables;
- (m) by way of fixed charge all of its Other Receivables;
- (n) by way of fixed charge all Associated Rights pertaining to its Other Receivables;
- (o) by way of fixed charge all monies in any account in its name under the control of or operated in accordance with the directions of the Bank;
- (p) by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by way of fixed charge or assigned by way of security in favour of the Bank).

4.2 Without prejudice to the generality of Clause 3 of this Deed, the New Chargor with full title guarantee assigns and agrees to assign to the Bank by way of security all its rights, title and interest in and to:

- (a) the benefits arising under the policies of insurance in which it is interested details of which are set out in Part 4 of the schedule hereto, and any other policies of insurance in which it may now or hereafter have an interest;
- (b) its Non-Vesting Receivables; and
- (c) any contracts relating to or benefitting any of the assets referred to in clause 3.1(a) to (o) above inclusive.

5 Construction

Save as specifically varied by virtue of the accession of the New Chargor, the Guarantee and Debenture shall continue and remain in full force and effect and this deed shall be read and construed as one with the Guarantee and Debenture so that all references to "this Deed" in the Guarantee and Debenture shall include reference to this deed.

6 Governing Law

This deed is governed by and construed according to English law.

In witness whereof the New Chargor and the Bank have caused this deed to be duly executed and delivered on the date appearing above.

SCHEDULE

Part 1 Property

Short Description of Property	Title Number (if registered)
The property at Radnor Road, Wigston, Leicestershire, LE18 4XY	LT99695

Part 2 Plant & Machinery

Description

Part 3 Securities

Company in which Securities are held	Securities held

Part 4 Insurances

Policy number and Insurer details	Policy Coverage

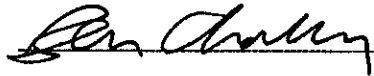
Execution

STOWLIN LIMITED

Executed and delivered as a deed by
SAMUEL BANNER PROPERTY CO LIMITED
acting by a Director
in the presence of:

)
)
)
) Director

Signature of witness:



Name: **BEN CHALKLEY**

Address: Squire Patton Boggs (UK) LLP
2 Park Lane
Leeds

Occupation: LS3 1ES
TRAINEE SOLICITOR

The Bank

Executed and delivered as a deed by

INVESTEC BANK PLC

.....Attorney, and

.....Attorney

as attorneys for **INVESTEC BANK PLC**
under a power of attorney dated 18 March
2010, in the presence of:

Witness:

Witness's name:

Witness's address: